Amendment No. 5
to
Agreement No. NG170000026
for
Social Services
between
AIDS SERVICES OF AUSTIN, INC.
and the
CITY OF AUSTIN

(Ryan White Part C)

1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.

2.0 The total amount for this Amendment to the Agreement is ***One Hundred Fifty Nine Thousand Three Hundred Fifty Three dollars*** **($159,353)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Jan. 1, 2017 – Dec. 31, 2017)	n/a	$ 81,680
Amendment No. 1: Add funds to Agreement and modify Program Exhibits	$ 84,031	$ 165,711
Amendment No. 2: Exercise Extension Option #1 (Jan. 1, 2018 – Dec. 31, 2018)	$ 163,360	$ 329,071
Amendment No. 3: Reduce funds in Agreement and modify Program Exhibits	($4,007)	$ 325,064
Amendment No. 4: Add funds to Agreement and modify Program Exhibits	$ 10,265	$ 335,329
Amendment No. 5: Exercise Extension Option #2 (Jan. 1, 2019 – Dec. 31, 2019)	$ 159,353	$ 494,682

3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1.1 -- Program Work Statement for HIV Contract is deleted in its entirety and replaced with a new **Exhibit A.1.1 -- Program Work Statement for HIV Contract** [*Revised 1/15/2019*]

Exhibit A.1.2 -- Program Work Statement By Service Category is deleted in its entirety and replaced with a new **A.1.2 -- Program Work Statement By Service Category** [*Revised 1/16/2019*]

Exhibit A.2 -- Program Performance for HIV Service Category is deleted in its entirety and replaced with **Exhibit A.2 -- Program Performance for HIV Service Category** [*Revised 1/16/2019*]

Exhibit B.1.1 -- Program Budget for HIV Direct Services is deleted in its entirety and replaced with **Exhibit B.1.1 -- Program Budget for HIV Direct Services** *[Revised 11/29/2018]*

Exhibit B.1.2 -- Program Budget for HIV Administrative Services is deleted in its entirety and replaced with **Exhibit B.1.2 -- Program Budget for HIV Administrative Services** *[Revised 11/29/2018]*

Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrrative is deleted in its entirety and replaced with **Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrrative** *[Revised 1/16/2019]*

Exhibit D – RW Part C Required Reports is deleted in its entirety and replaced with **Exhibit D – RW Part C Required Reports** *[Revised 11/28/2018]*

Exhibit G – Federal Award Identification is deleted in its entirety and replaced with **Exhibit G – Federal Award Identification** *[Revised 1/16/2019]*

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.1 For the Program Period of *1/1/2019* through *12/31/2019*, the payment from the City to the Grantee shall not exceed $159,353 (*One Hundred Fifty Nine Thousand Three Hundred Fifty Three dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: _____

AIDS SERVICES OF AUSTIN, INC.
Paul Scott, Chief Executive Officer
7215 Cameron Road
Austin, Texas 78752

Date: 1/23/2019

CITY OF AUSTIN

Signature: _____

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 02/01/19

Program Work Statement For HIV Contract

Period Start Date 1/1/2019 ***Period End Date*** 12/31/2019

Client Access

Patient Location and Identification
Referrals to ASA's Jack Sansing Dental Clinic (JSDC) come from ASA's case management programs, ASA's Moody Medical Clinic (AMMC), CommUnityCare's David Powell Community Health Center (DPC) , a number of regional AIDS Services Organizations (ASOs)/Community Based Organizations (CBOs), private HIV physicians in the area, and local emergency rooms. In addition, a number of patients self-refer. With over 21 years of patient care history, the Dental Clinic is well-known in the community and receives a number of referrals by word of mouth. Patients are quick to tell other people they know in need of dental care, of the Dental Clinic. Any patient receiving an HIV-positive test result provided by ASA's Health Promotion Department receives information about JSDC services. In addition to these methods, patients report they often find out about ASA's services through internet search engines.

Patient Barriers
Barriers that patients face include, but are not limited to, mental illness and substance abuse, memory problems and memory loss, dementia, fear, and transportation, which is most common. Transportation barriers include unreliable transportation, (expired tags and inspections, vehicles needing costly repairs, needing to borrow vehicle from family members or friends), living in areas where public transportation is not readily accessible, and/or unreliable Special Transit Services requiring lengthy drop-off and pick-up windows (1.5 – 2 hours before and after) around appointment times. When patients are identified as having barriers at the intake visit or because they are chronically missing appointments, ASA's Patient Navigator works with willing patients one-on-one to reduce barriers to continuing dental care services. Through this individualized service, JSDC staff is able to refer patients in need internally to an appropriate ASA program. The patient works with ASA staff to overcome barriers to care, typically through Medical Case Management. Medical Case Managers help patients overcome barriers by: Providing access to transportation through bus passes/taxi vouchers or transportation in the agency's vehicle; Providing referrals to mental health and substance abuse treatment and counseling; Accompanying patients to appointments to overcome their fear of treatment; and Providing access to basic needs assistance such as food bank, housing, and emergency financial assistance to stabilize their situations.

Patients may have difficulty in coordinating and prioritizing multiple health care services. Some employers refuse to allow their staff time off for dental treatment, unless it is an emergency. Other barriers include the lack of communication (home telephone); lack of childcare; and language barriers, including hearing impairment. Where possible, appointments are coordinated with other services to minimize travel and/or facilitate access to transportation.

Many people in the target population experience stigma associated with HIV oral health care or they fear dental care and equate this care with loss, infection and/or pain. Some targeted patients lack understanding about the importance of dental treatment, especially the move into routine preventative dental care rather than emergency care. Most new patients to JSDC have not previously accessed dental care and have a limited understanding of the concept of treatment by appointment. JSDC works closely with patients and their medical care providers to emphasize and reinforce the importance of dental care as a component of primary health care.

JSDC employs bilingual Spanish speaking staff to ensure clear communication with regard to treatment procedures and treatment outcomes for Spanish speaking patients. In order to facilitate easier communication with Spanish speaking patients, Drs. Kilkelly and Howell have participated in a Conversational Spanish for Medical Professionals education course. Interpretation services are offered in the patient's preferred language at no cost to the patient if their preferred language is not Spanish or English or Spanish-speaking staff is not available. Hard of hearing and deaf interpreter services are offered to hearing-impaired patients and are retained when treating hearing-impaired patients. JSDC provides oral health education pamphlets in both English and Spanish. Several easy-to-understand oral instruction and information pamphlets using pictures for those of low English literacy have been developed to explain some of the dental services provided. Internet access enables the evaluation and download of patient education materials in a variety of languages for those patients whose first language is not English or Spanish.

Service Linkage, Referral, and Collaboration

Linkage to Primary Medical Care
Dental care is essential medical care, particularly for people living with HIV (PLWH). Signs of the progression of HIV disease

often manifest in the mouth, and good oral health is integral to good nutrition and food assimilation. JSDC is one of only three dental clinics in the State of Texas aimed at serving the unique oral health care needs of people with HIV and was the second clinic to begin operation. JSDC began in response to individuals with HIV being turned away from other dental practitioners, and to the barriers to access and unavailability of the Federally Qualified Health Center (FQHC) clinic system for patients that were eligible. (Until late 2011, Medicare and Medicaid did not cover dental care for adults in Texas). Many patients are receiving regular dental care for the first time in their lives. JSDC's close working relationship with medical practitioners specializing in HIV care has resulted in most patients considering dental care as part of their primary medical care.

Linkage to care has become even easier with the addition of the AMMC which opened in August 2018, at which Medical Social Workers are co-located to further increase access to timely HIV/primary care and support services. The opening of the medical clinic completes a fully integrated care model that seamlessly connects both the newly-diagnosed and returned to care patients to medical services while providing support services to reduce barriers to medical care and HIV viral load suppression. At present, every new patient AMMC receives a referral to JSDC as a part of the baseline intake visit, and JSDC patients, not actively engaged in the care of a physician may be referred to AMMC for medical care. The mechanism for this is usually in the form of a dentist-to-doctor phone call or encrypted email; however, referral forms may also be faxed to the facility. Referrals happen both ways. New lesions or oral manifestations, once detected by a physician are referred to JSDC for diagnosis and treatment. In some instances, a lesion requires both the dentist and physician for successful diagnosis and treatment.

There is a long history of collaboration between DPC and JSDC. Because DPC and JSDC were conceived to work in partnership and were original recipients of grants that allowed them to work as a unit, both clinics have seen much of the same patient population, and providers in both clinics have always worked together closely. In fact, both agencies continue to operate together as part of a larger core medical care collaborative funded by Ryan White Part C.

Dentists and physicians in the community refer patients with oral lesions for diagnosis and treatment. JSDC is widely recognized by a large portion of the dental and medical community as a center for excellence and specialization in regards to HIV oral medicine. The JSDC founder, an expert in HIV oral pathology, is on call and available to consult in the area of HIV oral pathology including but not limited to seeing the patient at the clinic. JSDC is the recipient of national and local awards for its skill and professionalism. Awarding agencies include the American Dental Association and the Raymond Todd Civic Leadership Forum.

JSDC is the only oral health care provider in the Central Texas region available specifically for PLWH so duplication of services is not a concern. To assure ongoing access to care, JSDC continues to work collaboratively with other ASOs, accepting referrals from agencies offering case management and other services to PLWH. Because it is well known to so many in the community (including those in emergency medicine, residency programs, and dentists in private practice), JSDC is the site where newly infected patients are referred for oral manifestations or for unmet dental needs. This first point of contact results in referral by JSDC staff to primary medical care and other services.

JSDC employs a system that ensures every patient (100 percent) who receives scheduled routine dental care is "in care," meaning they are being seen regularly by a physician. During the initial intake visit (IT1), clinic staff requires documented certification (found on a Physician's Consultation Form) from the patient's primary medical care provider. This information must be updated every six months. This measure is not meant to provide a barrier to care, but rather to ensure JSDC has the patient's pertinent lab values and current medications, in order to provide appropriate care. Because this information is required for patients to have their dental work completed, it serves as an incentive for patients to be compliant with their medical visits. Patients who are not yet in care are not turned away from services; rather, the Patient Navigator works with patients until they can be brought into care and the Physician's Consultation Medical Certification is received. Until the document is produced, patients may still receive palliative care for emergent issues until the situation is resolved.

Dental Clinic Subcontractor Referrals
JSDC makes referrals for patients needing more complex oral health care provided by dental specialists located in private practices throughout the region, as well as for other services. See Staffing section for a list of the JSDC's specialty practice subcontractors. ASA uses subcontractors on a fee-for-service basis to provide needed services that either cannot be performed on site at JSDC or are in addition to those performed on-site. JSDC uses two dental laboratories (Seretti Dental and Stern - Empire) for the off-site fabrication of partial and full dentures and crowns. An oral impression of the work required, along with a written order from the Dentist, is sent to the fabricating lab. The returned product is checked against the order for

accuracy, as is the subsequent bill, prior to payment.

Referrals are made to three subcontracting oral surgery practices for patients who require surgical extractions under premedication and sedation, those with complicated extractions or impacted teeth, and those who need multiple or whole-mouth extractions that would require multiple clinic visits and an extended period of time to accommodate the patient within the JSDC's schedule. A written order from the Dentist for the work required is faxed to the oral surgeon or provided to the patient to make to their appointment. Any changes to the written order are discussed with and approved by the referring Dentist prior to any procedures performed, and changes are noted in the patient's chart. The subsequent bill is checked for accuracy against the written order prior to payment. The bill is firm documentation that the patient did follow through with the treatment referral at the specialist's office. Typically, a letter from the referral accompanies this bill and is included in the patient's chart.

Referrals are made to a subcontracting endodontic practice for some patients requiring specialty root canal treatment and care. A written diagnostic order for the procedure required is provided to the patient to take to their appointment. Any changes to the written order are discussed with and approved by the referring Dentist prior to any procedure being performed, and are noted in the patient's chart. The subsequent bill is checked for accuracy against the written order prior to payment and serves as verification that the patient did indeed receive the referred services.

Other Linkages, Collaboration, and Referral
For services other than medical or dental, JSDC patients are referred to their Case Manager or to the appropriate service provider. If a patient is not currently case-managed at ASA or another ASO and is need of this service, the Patient Navigator refers them into the medical case management program in the county in which the patient resides, as appropriate. Follow up is accomplished at the patient's next treatment visit when the staff inquires about their previous and upcoming medical appointments and is documented in the patient's chart.

ASA has collaborative agreements, letters of support, and/or Memoranda of Understanding (MOU) in place with several agencies, mostly with respect to specific programs. The MOUs guide referrals between agencies and allow smooth transitions of patients for additional services. ASA maintains MOUs with DPC, Waterloo Counseling Center, Project Transitions, Housing Authority of the City of Austin, Austin Energy, Integral Care CARE Program, and the Communicable Disease Unit at Austin Public Health (APH). For MOUs that require annual renewal, ASA contacts the partner agency prior to expiration of these agreements.

ASA also has long-standing referral relationships with HIV-related social service providers, including the CARE Program for substance abuse counseling and treatment referral for individuals that are dually diagnosed; Project Transitions for transitional housing and hospice; South Austin Marketplace for transitional and long-term housing; the Customer Assistance Program (Austin Energy) for utilities payment assistance; Waterloo Counseling Center for mental health counseling; ASHWell for holistic/alternative health services; Salvation Army and the Austin Resource Center for the Homeless for emergency housing; the Social Security Administration for disability benefit applications and appeals; Del Valle Correctional Facility, Travis State Jail, and the University of Texas Medical Branch State Penitentiary for services to inmates upon their release; APH for HIV/STI/TB screening; and Safe for domestic violence assistance.

Eligible patients are also referred to the broad continuum of ASA services: Capital Area AIDS Legal Project (CAALP) for legal assistance; Medical Nutrition Therapy for nutritional assessment, counseling, and supplements; AMMC for medical care services; HOPWA for housing assistance; the Health Promotion Department provides support for individuals to reduce the risk of HIV transmission; and the Health Insurance Assistance Program for premium, medication copayment and medication deductible financial assistance.

Referral Process and Follow Up
ASA staff assists patients with completing and submitting other agencies' referral forms, communicates with those agencies to clarify patient eligibility, and advocates for patient service delivery. For those patients who are case managed at ASA, staff ensures that referrals are followed through on in one of the following ways: 1) performs follow up at the next patient contact by asking the patient about the referral and the results; 2) accompanies the patient to appointments; 3) checks the ARIES database to ensure appointment was attended; or, 4) calls the agency the patient was referred to and confirms patient attendance.

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Program Work Statement For HIV Contract

Period Start Date 1/1/2019 ***Period End Date*** 12/31/2019

All staff document patient progress regarding follow-through on referrals in the progress log feature of the Provide Enterprise® electronic patient database (ASA's internal electronic database). ASA staff complete a referral tracking form that includes date of referral and completion date and keep the form updated in the paper patient file. The desired outcome results are linkage to and retention in support services.

Non-Medical Case Managers, Patient Navigators, Medical Social Workers, and/or Medical Case Managers work jointly to successfully refer patients to needed support services. The Patient Navigator's role is working on basic, less complex referrals to support services while the Non-Medical Case Managers address more complex linkages such as disability applications to Social Security, substance abuse/mental health treatment, and using clinical interventions to address patient readiness for and resistance to change.

Goals of Collaborative Activities, Integration of Resources, and Projected Results
The goal of collaborative activities is the provision of comprehensive services through the HIV provider community and other social service agencies using linkages and referrals. These activities ensure patients have access to all needed services that are not offered by ASA. In addition, they allow patients to overcome barriers to accessing and remaining in primary medical care and moving toward self-sufficiency in managing their HIV disease.

Integration of resources and services includes the dedication of ASA staff time toward the completion of other agency intake forms, assisting patients with the intake process, accompanying patients to support service appointments, reporting required data, and working with patients on mutual goals in service plans. These mutual goals may be related to the support services that patients receive from other agencies, such as financial assistance, substance abuse or mental health counseling, housing, etc.

The projected results of collaborative activities, integration of resources, linkages, and referrals are: Patient achievement of housing stability; Meeting food intake needs; Mental health services access and stability; Independent management of substance use issues; Financial stability; Decreased recidivism; and Personal safety and security

Role of Patient Navigator
The goals of the Patient Navigator program JSDC are threefold. The primary goal of this program is to aid those patients identified at being at the greatest risk of not following through with comprehensive treatment in the navigation of the healthcare system with a focus on both the patient's oral and systemic health. Through this work the second goal is focused on increasing the patient retention rate through behavioral changes and increasing the access and follow through of the patients by identifying probable barriers and connecting patients with services that may help remove those barriers. As a third goal, the Patient Navigator functions much as many nurses do in medical practices by acting as a liaison between the physicians and the dentists working on the patient's behalf to obtain relevant medical information having the ability to triage emergencies, answer simple patient questions, follow up with patients who have had a complicated procedure, obtain current and accurate medical records to ensure that all JSDC patients are currently in physician care, and transcribe medical information from physicians.

The JSDC Patient Navigator identifies patients in need of medical case management or other social service assistance and refers those patients to ASA's Intake and Eligibility staff team or another appropriate ASO offering case management. Progress is tracked with Patient Navigation patients through the use of various spreadsheets. These spreadsheets are a tool for tracking and monitoring patients who have shown to be in need of assistance from the Patient Navigator because of problems with attendance, identified barriers, or needing to return to care. Some patients already have case managers and some have been referred. This Log assists in tracking different points of interest of the patient, including the last seen, last missed, next visit, last contact date, who (if any) is the case manager. The goal of the log is to successfully pin point the patients, motivate and guide them in the right direction to fulfill their appointment/treatment plan obligations and allow them to successfully graduate from Navigation. All ASA case managers have access to this log and it is updated, at a minimum weekly with upcoming appointment and contact attempted/made, etc.

Client Input and Involvement

Patient input and involvement in oral health care services is an individualized and ongoing relationship that begins with the first visit to JSDC. The patient and dental staff relationship focuses on patients' most pervasive dental needs prioritized into a treatment care plan to address those needs. The plan hinges on the provision of quality oral health care by dental staff.

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Patient input and involvement starts with each treatment plan established with patients' participation and agreement during the second intake appointment (IT2). At this appointment, the dental staff discusses and reviews all available treatment options with the patient. Staff reviews different options as a dentist/patient team and develops a plan that suits the needs of each patient. The benefits of developing a treatment plan with patient input is the successful prevention of tooth decay through proper dental maintenance at home and from the JSDC hygiene department. Subsequent to the IT2 visit, should patients' have additional questions or concerns, staff offer another appointed visit to review the different treatment plan options. This level of patient involvement is successful for the majority of JSDC patients.

While it rarely happens, sometimes the patient and dentist cannot agree on a treatment plan. In that case, the Dentist offers the patient another opinion from an alternate staff dentist. Dentists do not discuss their clinical opinions in advance of examining the patient but they do confer after the two individual plans are established. The patient then has two opinions to consider and staff is able to present the findings to the patient. Clinic staff takes great care to inform and educate patients on available options at JSDC. Should patients disagree with both treatment plan options, patients are free to seek care at a private practice at their own expense. Patients leaving the JSDC to seek care from private practice dentists may return to the clinic at any time to reestablish themselves as patients; agreeing to develop and follow a new treatment plan with clinic staff.

Annually, staff surveys patients using the standardized questionnaire developed by the Austin HIV Planning Council to solicit feedback for improving Oral Health services. Supervisors use survey results and direct patient and staff feedback semiannually to evaluate the effectiveness of referral systems, barriers to service, and other service delivery components. The team then plans, as appropriate, for service modification, especially actions to remove barriers.

Patients have several opportunities to offer input into ASA's programs and services. Staff's rapport with the target community enables them to respond to patient comments and needs on an ongoing basis. During these encounters, staff works with patients to offer input and identify needs and services they want to pursue.

Patients who receive services from ASA may provide confidential input at any time, through the agency's suggestion box located in the main facility reception area. JSDC patients may do the same in the dental clinic waiting room. All agency patients may register concerns with supervisors and through the comprehensive patient grievance process. ASA's main email address serves as another gateway for patients to provide program feedback, voice concerns and/or file a complaint. Authorized agency staff forwards such confidential email communication to the appropriate director and supervisor of the department the patient has concerns about. Patient feedback is given to appropriate staff for use in program improvements. The Quality Management Guidance Team reviews the feedback from the suggestion box quarterly to evaluate trends and making agency improvements. All patients receive a copy of the patient grievance policy and procedure upon entry into services. The policy is posted in all agency reception areas or high patient traffic areas in English and Spanish. Agency staff may assist patients with the grievance process as requested by the patient.

ASA routinely incorporates patient feedback and suggestions into planning activities. In developing the agency's 2017-2018 Strategic Plan, ASA used interviews and focus groups with current patients to ensure their active participation in the strategic direction of the agency.

Cultural Competency

ASA ensures cultural competence through the integration of the Office of Minority Health's National Culturally and Linguistically Appropriate Services (CLAS) standards into specific service delivery strategies and program development activities. ASA develops, tracks, and evaluates strategies to incorporate all 15 CLAS standards through its leadership team and internal Cultural Humility Action Team (CHAT) in order to improve quality of services and help eliminate health care disparities. ASA's activities demonstrating adherence to the CLAS standards include:

a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
• ASA's governance body, leadership, and staff reflect persons living with and affected by HIV in Travis County. Each board member receives a specific orientation session that covers agency programming, client populations, and financial structure and orientation to the demographics and needs of our target populations that are disproportionately impacted by HIV.
• ASA has an established Cultural Humility Action Team (CHAT), a staff committee responsible for identifying and implementing training activities to support staff's ability to better serve unique populations affected by HIV.

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Period Start Date 1/1/2019 ***Period End Date*** 12/31/2019

• ASA's Quality Management Guidance Team meets bi-monthly and as part of its charge, it reviews the cultural reflectiveness of programs, including expansion of materials to be translated into Spanish, literacy levels of materials, among others.
• ASA staff participate in cultural appropriateness workshops at least annually. Agency policies are cognitive of cultural appropriateness and those that are applicable to clients are provided in English and Spanish at an appropriate literacy level. Resources are allocated based on community need and assessment ensuring targeting of demographics most affected by the epidemic.

b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services. Inform all individuals of the availability of language assistance services clearly and in their preferred language
• ASA provides and posts within all facilities information in English and Spanish to persons with limited English proficiency regarding health care translators and interpreter services provided free of charge.
• Accommodations are made for hearing-impaired clients and patients who request and consent to sign language interpretation during their appointments by hiring an ASL (American Sign Language) proficient interpreter through Communications Services for the Deaf. ASA's staff members who are proficient in ASL may also receive referrals from staff and assist in communication. Staff uses the Relay Texas telephone network to communicate with hearing-impaired individuals who use TTY equipment.
• Client materials are available in English (fifth to eighth grade literacy level) and in Spanish (third to fifth grade literacy level).

c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
• ASA posts in English and Spanish the availability of language assistance through staff or through third-party services. This information is posted in the client lobby and in areas where clients have access. Service staff are trained to provide this information verbally to the client if on the telephone or if the client is present on site.
• For clients needing interpretation of other languages, ASA provides a written posting to the client allowing them to select their preferred language for communication so that the ASA staff member can call the language line for immediate interpretation. ASA then schedule an in-person interpreter for the client's appointment, depending on their preference.

d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.
• ASA's Spanish-speaking staff are available to Spanish-speaking monolingual clients and those bilingual clients more comfortable conversing in Spanish. Staff members advanced language skills are utilized whenever possible. ASA maintains a Staff Contact List for Limited English Proficiency and Hearing Impaired Callers and Visitors located in the main reception area and stored electronically in the staff network folder.
• When interpretation involves a language not spoken by ASA's staff or when a Spanish-speaking staff member is not available, a new set of procedures are followed. Due to the confidential nature of HIV information, a client requesting an interpreter is assisted by ASA in accessing interpreter services through a third party professional service provider. ASA holds contract agreements with Language Services Associates, to arrange interpretation services either by phone or through an in-person visit. ASA's policy and practice is to not use family members or minors for interpretation services.
• ASA seeks to hire employees proficient in other languages such as American Sign Language, as well. For employees to qualify as translators or interpreters, they must pass a proficiency exam, which may qualify them for an additional level of compensation added to their base pay.

Program Work Statement By Service Category

Period Start Date 1/1/2019 ***Period End Date*** 12/31/2019

HIV Service Category *CS-Oral Health*

Client Eligibility

Client Eligibility for All ASA Programs
ASA requires eligibility screening for all clients receiving Ryan White funded services. ASA collects the following supporting documentation to certify patient/client eligibility for services: 1) HIV+ diagnosis; 2) verification of identity; 3) verification of current residency within the five county area in the Austin Transitional Grant Area (Travis, Bastrop, Caldwell, Hays, and Williamson); 4) verification of current household income; and 5) verification of insurance status. In order to receive Ryan White supported Oral Health services, the patient's household income must not exceed 500% of the Federal Poverty Level.

Initial Eligibility Verification Period
ASA may use up to 30 days to collect all initial eligibility documentation from a person newly engaged in services. During that time, the newly enrolled patient will receive services as appropriate to their presenting needs; however, without proper eligibility documentation in place, a new patient may not be served past 30 days. The patient can be reactivated after all eligibility documentation are provided. All initial eligibility documentation must be dated with the date received by the ASA.

Initial eligibility for services will expire on the patient's birthday or half birthday (whichever comes first) from the date the patient's eligibility was first certified by ASA. The Ryan White Client Eligibility Form will display the eligibility expiration date. Proof of HIV+ diagnosis and verification of identity need to be present and readily accessible in the patient file at all times, yet do not have an expiration date and do not need to be updated. All documentation accepted for initial eligibility verification must be current, i.e., no greater than six months from the date the patient presents for initial certification.

Annual Recertification of Eligibility
Annual recertification of eligibility for services with ASA coincides with the last day of a patient's birth month. If the recertification is completed later, it does not change the due date for self-attestation; instead, it shortens the eligibility period. The Austin TGA Eligibility Verification Form will be used at the initial eligibility and annual update visits. The annual recertification visit includes gathering the following forms and posting them in the patient paper file and Provide Enterprise® database: Proof of residency, proof of income, and proof of health insurance status.

Six-Month Self-Attestation of Eligibility
Patient self-Attestation of eligibility is aligned with the last day of the patient's half birthday month, (six months after their birthday month). If a patient has not had changes in their eligibility for services, recertification does not need to be done in person. The Self-Attestation Form may then, be signed and dated by ASA staff on behalf of the patient. If a patient has had a change in their income, residency, and/or insurance status, they must submit appropriate supporting documentation. If the Six-month Self-Attestation Form is not complete before the end of the patient's half birthday month, an annual update will need to be completed.

Target Populations

ASA's Jack Sansing Dental Clinic (JSDC) is the sole provider of dental services exclusively for people living with HIV (PLWH) in Central Texas. PLWH who reside in Travis and the nine surrounding counties (Bastrop, Caldwell, Hays, Williamson, Blanco, Burnet, Fayette, Lee, and Llano), and who cannot otherwise access dental care, are eligible for services (see Client Eligibility section). Ryan White Part C funds are used to provide services for patients residing within the TGA.

JSDC treats eligible patients of all genders, ages, ethnicities and, co-morbidities and targets traditionally underserved populations and those experiencing an increased incidence of HIV. This includes women, children, ethnic/racial minorities, injecting drug users, crack/cocaine users and other substance abusers, the homeless, men and women engaged in the sex industry, the recently released from incarceration, and men who have sex with men.

The demographics of patients served by the program closely mirror the current population of people living with HIV and AIDS in the Austin TGA.

Service Category Activities

Service activities linked to Budget Justification

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Program Work Statement By Service Category

Period Start Date 1/1/2019 ***Period End Date*** 12/31/2019

HIV Service Category *CS-Oral Health*

JSDC provides preventive (prophylaxis), routine and specialty oral health care to include: oral examination; oral radiographic examination; treatment planning; oral surgery (general and with intravenous sedation when necessary for); oral pathology; root canal treatment; oral prophylaxis; periodontal therapy (non-surgical); restorative dentistry such as fillings and crowns; removable prosthodontics (both partial and full dentures); limited implant placement (for denture retention); treatment of oral infections and lesions; referral to specialty dental care (when necessary); and emergency care to alleviate dental pain.

JSDC features seven dental operatories equipped with state of the art dental chairs/delivery units and nitrous oxide sedation delivery systems, a state of the art surgical suite equipped to provide intravenous sedation, a dental laboratory, digital radiography (x-ray) equipment to include a digital panoramic x-ray system, an electronic health record certified by the Office of the National Coordinator (ONC) and a Class D Pharmacy. JSDC's pharmacy carries a limited number of medications to treat oral infections and/or alleviate pain, so patients are assured immediate access to antibiotics and over the counter pain relief when necessary.

Additionally, JSDC makes referrals to dental specialists located in private practices throughout the region for those patients needing more complex oral health care and other services. ASA utilizes these dental specialists on a fee-for-service basis to provide necessary services that cannot be performed on site at JSDC. Referrals are made to three oral surgery practices for patients who require surgical extractions under premedication and sedation, those with complicated extractions or impacted teeth, and those who need multiple or whole-mouth extractions that would require multiple clinic visits and an extended period of time to accommodate the patient within the clinic's schedule. Referrals are also made to an endodontic practice and a periodontics practice for specialized treatment.

Oral Health Services are delivered by a team of Texas licensed Dentists, Registered Dental Hygienists and Registered Dental Assistants. This clinical team is supported by the Director of Dental Services, Dental Practice Manager, Eligibility and Intake (E & I) Specialists and Data Entry Specialists, as well as a Patient Navigator and Medical Social Workers who assist E&I Specialists and clinical staff with patient assessment and referrals for non-dental needs such as medical care, health insurance assistance programs, case management, food and nutrition services, behavioral health services, housing services, financial assistance and public benefits programs.

Frequency of these service activities

JSDC is open Monday – Thursday from 8:00 am to 5:00 pm and Friday from 8:00 am to noon. Patients are treated at a frequency consistent with their treatment plan. This includes a minimum of two cleanings annually. Emergency care is also provided as needed and practicable.

Location(s) of these service activities

JSDC is located at 711 W. 38th St., Bldg. E-4, Austin, TX 78705. The Dental Clinic can be accessed by Capital Metro bus routes 3, 9, and 803.

Staffing

Chief Programs Officer - Responsible for overall strategic direction and implementation of agency departmental programs and services. Ultimately has responsibility for the success of agency programs, adherence to all legal and regulatory compliance, and the successful integration and delivery of services.

Director of Dental Services - Oversees operations of Jack Sansing Dental Clinic including daily operations, scheduling, contract compliance, federal, state and local laws and regulations related to operations; HIPAA,OSHA, Privacy Compliance; data management and quality, and clinical care.

Lead Dentist - Provides direct patient care to include routine exam, restorative care, simple endodontics, simple oral surgery and prosthodontics. Supervises Clinical Team. Works with the Director to develop clinical policy and staff procedure for the Dental Clinic. Leads clinical quality assurance activities.

Staff Dentist - Provides direct patient care to include routine exam, restorative care, simple endodontics, simple oral surgery and prosthodontics. Participates in ongoing quality assurance activities. (Note: two additional Staff Dentist positions that also support this program, but both are privately funded).

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Program Work Statement By Service Category

Period Start Date 1/1/2019 ***Period End Date*** 12/31/2019

HIV Service Category *CS-Oral Health*

Dental Hygienist - Provides direct patient care to include scaling and root planning, routine prophylaxis and patient education. Participates in ongoing quality assurance activities.

Dental Hygienist - Provides direct patient care to include scaling and root planning, routine prophylaxis and patient education. Participates in ongoing quality assurance activities. 0%; supported by private funds.

Lead Dental Assistant - Provides dental assistance to staff dentists. Responsible for cleaning and maintaining all operatories, instruments, and equipment. Works with various suppliers to order, purchase, and maintain dental supply stock. Participates in ongoing quality assurance activities.

Dental Assistant - Provides dental laboratory support maintains instruments and equipment, sanitizes, and equipment supplies in all operatories. Monitors dental supply stock and reports deficits. Participates in ongoing quality assurance activities.

Patient Services Specialist - Coordinates daily Clinic operations. Schedules patient appointments, check patients in/out of the facility, receives payments, reconciles accounts and places reminder calls to patients. Makes referrals to other providers as indicated. Files dental insurance claims. Maintains security of patient records, correspondence and facility. Participates in ongoing quality assurance activities.

Eligibility and Intake Specialist - Performs eligibility and intake, makes referrals and provides information, performs quality assurance activities.

ASA uses subcontractors to provide services and goods not able to be provided at the Dental Clinic itself.

- Seretti Dental Laboratory; Subcontractor Laboratory; Fabricates removable prosthetic appliances
- Stern – Empire Dental Laboratory; Subcontractor Laboratory; Fabricates fixed crowns
- Central Texas Oral Surgery Associates; Subcontractor Oral Surgeons; Performs difficult tooth extractions often with sedation for patients as indicated by referral.
- Austin Oral & Maxillofacial Surgery Associates; Subcontractor Oral Surgeons; Performs difficult tooth extractions often with sedation for patients as indicated by referral.
- Capital Oral & Maxillofacial Surgery; Subcontractor Oral Surgeons; Performs difficult tooth extractions often with sedation for patients as indicated by referral.
- Austin Endodontics; Subcontractor Endodontists; Performs root canal treatment for patients as indicated by referral.

Quality Management

The Quality Management Plan
The Quality Management Plan seeks to improve service performance through collecting and evaluating data, identifying service problems based on the collected data, using quality improvement processes to address service delivery issues, and following up to ensure improvements are sustained. The agency plan is designed annually with target goals and service specific quality improvement activities. It calls for a review of service performance measures, an analysis of this data, and recommendations for service improvements. The plan indicates that the team will oversee an annual update and revision of program policies and procedures. At the end of each year, the plan is evaluated to determine the achievement of goals and the service specific activities and to make recommendations for further follow-up.

Activities to Collect Data
The Chief Programs Officer and the Director of Dental Services collect data on the program's performance in achieving service goals and meeting standards of care through results from the following sources: outcome and output measures, the agency patient satisfaction survey, clinical chart audits, the patient suggestion box, patient/staff feedback, and patient grievances.

Supervisors review performance measures quarterly and report measures not meeting contract objectives to the appropriate staff along with an action plan for improvement. This information is also reported to ASA's Quality Management Guidance Team. QMGT, along with suggestions on planned action steps.

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Program Work Statement By Service Category

Period Start Date 1/1/2019 ***Period End Date*** 12/31/2019

HIV Service Category *CS-Oral Health*

The Lead Dentist, Dental Practice Manager and Director of Dental Services review a minimum of 15% of patient files annually, to evaluate Universal Standards measures, pertinent clinical activities, completeness of treatment note documentation and compliance with the Standards of Care for Oral Health Care services. The Lead Dentist, Dental Practice Manager, and/or Director of Dental Services may choose to conduct additional chart audits on patient's files where specific clinic providers, (dentists/dental hygienists), were identified with deficiencies during the initial chart audit for the quarter. Any deficiencies in service delivery or lack of compliance with the standards of care require a plan of correction along with an implementation timeline. Staff works to implement changes immediately upon notification of necessary improvements. The Lead Dentist, Dental Practice Manager and Director of Dental Services meet with clinic staff to ensure continuous improvements regularly.

HRSA/HAB Ryan White Program Monitoring Standards

All standards and requirements contained in the most current Ryan White HIV/AIDS Program National Monitoring Standards are incorporated into this agreement by reference. Any Standard that refers to "subrecipient" or "subgrantee" is deemed applicable to this Agreement and all activities funded by this Agreement. Current National Monitoring Standards are located at https://hab.hrsa.gov/program-grants-management/ryan-white-hivaids-program-recipient-resources.

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Program Performance for HIV Service Category

Period Performance Start 1/1/2019 ***Period Performance End*** 12/31/2019

Outputs

HIV Service Category ***CS-Oral Health***

		Period Goal	
	Output Measure Description	***Initial/Previous*** ***Adjusted***	***Target***
	How Data Is Compiled		
OP1	ASA will provide 489 units of service: 286 units of routine treatment,193 units of prophylaxis treatment and 10 units of specialty care treatment service.	489	**489**
	Routine, prophylaxis and specialty care treatment services provided will be noted by the Dentist or Dental Hygienist and documented on the record of procedures provided at each patient visit. Results will be entered into the Practice management software and Provide® Enterprise databases by the Dental staff. Using a data reporting feature in Provide® Enterprise, an activity summary by program report will be generated each month by the Senior Programs Analyst. The report identifies the total number of units of routine, prophylaxis and specialty care treatment services provided during the reporting period. Using a billing extract feature in Provide® Enterprise, services provided are exported for upload into individual patient records in the ARIES database. ARIES Utilization by funding Source reports identify the number of units of routine, prophylaxis and specialty care treatment services provided each month during the reporting period and posted to the grant source. The Practice management software database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and APH.		
OP2	ASA will provide Oral Health Care Services to 286 unduplicated patients: 260 continuing patients and 26 new patients.	286	**286**
	Routine, prophylaxis and specialty care treatment services provided will be noted by the Dentist or Dental Hygienist and documented on the record of procedures provided at each patient visit. Results will be entered into the Practice management software and Provide® Enterprise databases by the Dental staff. Using a data reporting feature in Provide® Enterprise, an activity summary by program report will be generated each month by the Senior Programs Analyst. The report identifies the total number of unduplicated patients that received routine, prophylaxis and specialty care treatment services each month during the reporting period. Using a billing extract feature in Provide® Enterprise, services provided are exported for upload into individual patient records in the ARIES database. ARIES Utilization by funding Source reports identify the total number of unduplicated patients that received routine, prophylaxis and specialty care treatment services provided each month during the reporting period. Using different date parameters the same ARIES reports identify the unduplicated number of new patients to receive services each month during the reporting period. The number of continuing patients is determined by subtracting the number new patients from the number of total patients.		

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Program Performance for HIV Service Category

Period Performance Start 1/1/2019 ***Period Performance End*** 12/31/2019

Outcomes

HIV Service Category ***CS-Oral Health***

	Outcome Measure Description ***What Data Is Collected*** ***How Data Is Compiled*** ***When Data Is Evaluated***	***Period Goal*** ***Numerator***	***Denominator***	***Target Percent***
OC1	Percentage of HIV-infected oral health patients who had a dental and medical health history (initial or updated) at least once in the measurement year Outcome target: 95%	271	286	94.76

Numerator: Number of HIV infected oral health patients who had a dental and medical health history (initial or updated) at least once in the measurement year

Denominator: Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year

Patient Exclusions:
1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year
2. Patients who were <12 months old

Dental and Medical history (initial or updated), clinical oral evaluation, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Patient receipt of dental and medical history (initial or updated), clinical oral evaluation, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit. Results will be entered into the Practice management software and Provide® databases by the Dental staff.

Using the Provide® Enterprise data reporting feature the Senior Programs Analyst will generate separate reports every three months to determine:
a) the unduplicated patients that received a dental and medical history (initial or updated) during the reporting period, and
b) the unduplicated patients that received a clinical oral evaluation during the reporting period, and
c) the unduplicated patients that received an evaluation or treatment for a dental emergency only, during the reporting period.

Using an ARIES client demographic report, the Senior Programs Analyst will determine the unduplicated patients who were less than 12 months old.

All results of all four reports will be used to determine the number of patients to achieve the outcome.

The Program Director will analyze the reports for validity and the Senior Programs Analyst will complete the report and submit results every three months.

The Practice management software database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and APH.

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Data will be collected at each patient visit. Collected data will be evaluated every six months.

OC2	Percentage of HIV-infected oral health patients who had a dental treatment plan developed and/or updated at least once in the measurement year Outcome target: 90% Numerator: Number of HIV infected oral health patients who had a dental treatment plan developed and/or updated at least once in the measurement year Denominator: Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year Patient Exclusions: 1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year 2. Patients who were <12 months old	271	286	94.76

Dental Treatment plan developed or updated, clinical oral evaluation, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Patient receipt of the development or update of a dental treatment plan, clinical oral evaluation, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit. Results will be entered into the Practice management software and Provide® databases by the Dental staff.

Using the Provide® Enterprise data reporting feature the Senior Programs Analyst will generate separate reports every three months to determine:
a) the unduplicated patients that had a dental treatment plan developed or updated during the reporting period, and
b) the unduplicated patients that received a clinical oral evaluation during the reporting period, and
c) the unduplicated patients that received an evaluation or treatment for a dental emergency only during the reporting period.

Using an ARIES client demographic report, the Senior Programs Analyst will determine the unduplicated patients who were less than 12 months old.

All results of all four reports will be used to determine the number of patients to achieve the outcome.

The Program Director will analyze the reports for validity and the Senior Programs Analyst will complete the report and submit results every three months.

The Practice management software database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures.

The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and APH.

Data will be collected at each patient visit. Collected data will be evaluated every six months.

OC3	Percentage of HIV-infected oral health patients who received oral health education at least once in the measurement year Outcome target: 95%	271	286	94.76

Numerator: Number of HIV infected oral health patients who received oral health education at least once in the measurement year

Denominator: Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year

Patient Exclusions:
1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year
2. Patients who were <12 months old

Oral Health Education data will be documented in the patient chart by the Dental Hygienist at each patient visit. Clinical oral evaluation, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Patient receipt of Oral Health Education will be noted by the Dental Hygienist and documented on the record of procedures provided at each patient visit. Clinical oral evaluation, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit. Results will be entered into the Practice management software and Provide® databases by the Dental staff.

Using the Provide® Enterprise data reporting feature the Senior Programs Analyst will generate separate reports every three months to determine:
a) the unduplicated patients that received oral health education during the reporting period, and
b) the unduplicated patients that received a clinical oral evaluation during the reporting period, and
c) the unduplicated patients that received an evaluation or treatment for a dental emergency only during the reporting period.

Using an ARIES client demographic report, the Senior Programs Analyst will determine the unduplicated patients who were less than 12 months old.

All results of all four reports will be used to determine the number of patients to achieve the outcome.

The Program Director will analyze the reports for validity and the Senior Programs Analyst will complete the report and submit results every three months.

The Practice management software database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures.

The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and APH.

Data will be collected at each patient visit. Collected data will be evaluated every six months.

OC4	Percentage of HIV-infected oral health patients who had a periodontal screen or examination at least once in the measurement year Outcome target: 80%	258	286	90.21

Numerator: Number of HIV infected oral health patients who had a periodontal screen or examination at least once in the measurement year

Denominator: Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year

Patient Exclusions:
1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year
2. Edentulous patients (complete)
3. Patients who were <13 years

Periodontal Screening or examination data will be documented in the patient chart by the Dental Hygienist at each patient visit. Clinical oral evaluation, patient edentualism (complete), and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Patient receipt of Periodontal screening or examination will be noted by the Dental Hygienist and documented on the record of procedures provided at each patient visit. Clinical oral evaluation, patient edentualism, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit.

Results will be entered into the Practice management software and Provide® databases by the Dental staff.

Using the Provide® Enterprise data reporting feature the Senior Programs Analyst will generate separate reports every three months to determine:
a) the unduplicated patients that received periodontal screening or examination during the reporting period, and
b) the unduplicated patients that received a clinical oral evaluation during the reporting period, and
c) the unduplicated patients that received an evaluation or treatment for a dental emergency only during the reporting period, and
d) the unduplicated patients that are edentulous (complete) during the reporting period.

Using an ARIES client demographic report, the Senior Programs Analyst will determine the unduplicated patients aged 13 years or older.

All results of all five reports will be used to determine the number of patients to achieve the outcome.

The Program Director will analyze the reports for validity and the Senior Programs Analyst will complete the report and submit results every three months.

The Practice management software database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures.

The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and APH.

Data will be collected at each patient visit. Collected data will be evaluated every six months.

OC5	Percentage of HIV-infected oral health patients with a Phase 1 treatment plan that is completed within 12 months of establishing a treatment plan Outcome target: 80%	229	286	80.07

Numerator: Number of HIV infected oral health patients that completed a Phase 1 treatment within 12 months of establishing

a treatment plan

Denominator: Number of HIV infected oral health patients with a Phase 1 treatment plan in the year prior to the measurement year

Patient Exclusions:
Patients who had only an evaluation or treatment for a dental emergency in the year prior to the measurement year

Phase 1 treatment completion data, treatment plan established, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Completion of Phase I treatment, treatment plan established and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit. Results will be entered into the Practice management software and Provide® databases by the Dental staff.

Using the Provide® Enterprise data reporting feature the Senior Programs Analyst will generate separate reports every three months to determine:
a) the unduplicated patients completed a Phase 1 treatment plan within 12 months of establishing a treatment plan during the reporting period, and
b) the unduplicated patients with a Phase 1 treatment plan in the year prior to the measurement year, and
c) the unduplicated patients that received an evaluation or treatment for a dental emergency only during the year prior to the measurement year.

All results of all three reports will be used to determine the number of patients to achieve the outcome.

The Program Director will analyze the reports for validity and the Senior Programs Analyst will complete the report and submit results every three months.

The Practice management software database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures.
The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and APH.

Data will be collected at each patient visit. Collected data will be evaluated every six months.

Program Budget for HIV - Direct Services

Program Start Date 1/1/2019 Program End Date 12/31/2019

Service Category	*Personnel*	*Fringe*	*Travel*	*Equipment*	*Supplies*	*Contractuals*	*Other*	*Subtotal*
CS-Oral Health	91,866.43	16,264.56	150.00	0.00	6,190.66	12,686.50	26,209.85	**153,368.00**
SS-Referral for Health Care-Supportive Svcs	5,985.00	0.00	0.00	0.00	0.00	0.00	0.00	**5,985.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Subtotal	**97,851.43**	**16,264.56**	**150.00**	**0.00**	**6,190.66**	**12,686.50**	**26,209.85**	**159,353.00**

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Program Budget for HIV - Administrative Services

Program Start Date 1/1/2019 Program End Date 12/31/2019

Service Category	*Personnel*	*Fringe*	*Travel*	*Equipment*	*Supplies*	*Contractuals*	*Other*	*Subtotal*
CS-Oral Health	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
SS-Referral for Health Care-Supportive Svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Subtotal	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

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Program Budget for HIV - Combined Services and Narrative

Program Start Date 1/1/2019 Program End Date 12/31/2019

Service Category	Personnel	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
CS-Oral Health	91,866.43	16,264.56	150.00	0.00	6,190.66	12,686.50	26,209.85	**153,368.00**
SS-Referral for Health Care-Supportive Svcs	5,985.00	0.00	0.00	0.00	0.00	0.00	0.00	**5,985.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Subtotal	**97,851.43**	**16,264.56**	**150.00**	**0.00**	**6,190.66**	**12,686.50**	**26,209.85**	**159,353.00**

Program Budget for HIV - Combined Services and Narrative

Service Category	*Budget Narrative*
CS-Oral Health	PERSONNEL: Salaries & Fringe Benefits TRAVEL: Staff travel and training for dental clinical meetings and skills development. SUPPLIES: Dental Medications, Dental Supplies, Education Supplies, Medical Supplies, Office Expense, Office Supplies, and Infection Control supplies. CONTRACTUALS: Contract Services for specialty care and Dental Lab Services. OTHER: Computer maint. & repair service (Eaglesoft/Vintage/iCore), Dues & Memberships, Infection Control, Insurance, Licenses & Permits, Payroll expense (not S&W), Rent, Utilities, Telephone, and Uniforms.
SS-Referral for Health Care-Supportive Svcs	PERSONNEL: Salaries & Fringe Benefits

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EXHIBIT D

REQUIRED PERFORMANCE and FINANCIAL REPORTS

Summary for FY 2019 Ryan White Part C Grant Agreements & Contracts

Partial list of required forms and reports, to be submitted no later than the indicated due dates:

Reporting Requirements	Due Dates/ Detail
ARIES Monthly Data Report and **ARIES YTD Data Report** (for each sub/service category: Actual Units delivered and Unduplicated Clients served for the billed month, and also cumulative Year-to-Date (YTD) totals. For MAI program – breakdown by target group is also required)	Ongoing ARIES data input is required. Two ARIES Data Reports are due monthly, no later than the 15th of each month for the previous month, uploaded to CIODM (Community Information Online Data Management) system
Monthly Performance Report and **Monthly Financial Summary spreadsheets**, including Program Income and Administrative Expenditures	Due no later than the 15th of each month for the previous month, uploaded as **complete MS Excel files** into CIODM system
(As applicable for each month where expenditures or performance are not within expected range): **Monthly Expenditure and Performance Variance Report** by HIV Service Category (submitted in **MS Word** format)	For each service category that meets criteria (instructions on form), a separate form is due no later than the 15th of each month, **uploaded as MS Word formatted file** into CIODM system
Contract Detail for Monthly Expenditures Report (general ledger/financial system transactions documentation) - *Monthly and cumulative YTD total Expenditures should match those in the Monthly Financial Summary and online CIODM forms*	Submit contract actual monthly & YTD expenditures report generated from the Contractor's financial management system. Due no later than the 15th of each month for the previous month, uploaded to CIODM
Quarterly OUTCOME Performance Measures report with cumulative YTD client results for numerators, denominators, and percentage rates achieved	**May 14, Aug. 14, & Nov. 14, 2019 and Feb. 14, 2020** (final YTD report w/ Close-Out) on forms and following instructions as provided by City
Ryan White Program Services Report (RSR) for calendar year 2018 submitted online into HRSA's EHB system, or as directed	February 2020, or as directed by City, for the period of January 1 – December 31, 2019
Administrative and Fiscal Review (AFR) Annual report with all required attachments submitted in CIODM, or as directed	With Annual Audit/Financial Report (below), or as directed by City
Final Term Period Closeout Report for the period of January 1 – December 31, 2019 inclusive	February 14, 2020
Annual Audit/Financial Report with independent auditor's Management Letter and all related items	No later than 270 calendar days after close of provider agency's fiscal year

FEDERAL AWARD IDENTIFICATION

1. **Subrecipient Name:** AIDS Services of Austin, Inc.
2. **Subrecipient's DUNS Number:** 782220941
3. **Federal Award Identification Number:** 5 H76HA00127-28-00
4. **Federal Award Date (*date the Federal Award is signed by Federal awarding agency official*):** 12/19/2018
5. **Subaward Period of Performance Start and End Date:**

   Start Date 1/1/2019
   End Date 12/31/2019
6. **Amount of Federal Funds Obligated to (or Contracted for) by this action by the pass-through entity to the Subrecipient:** $159,353
7. **Total Amount of Federal Funds Obligated (or Contracted for) to the Subrecipient by the pass-through entity, including the current obligation:** $494,682
8. **Total Amount of Federal Award awarded to the pass-through entity:** $845,499
9. **Federal Award Project Description (*please provide a brief, but concise, description of the purpose and intended outcomes of the subaward*):**

   This grant program provides core medical and support services for eligible clients living with HIV in the grant service area.
10. **Name of Federal Awarding Agency, Pass Through Entity, and contact information for Awarding Official:**

    Federal Awarding Agency: U.S. Dept. of Health and Human Services, Health Resources and Services Administration
    Pass Through Entity: Austin Public Health, City of Austin
    Awarding Official Contact Information: Stephanie Hayden Department Director (512) 972-5010, stephanie.hayden@austintexas.gov
11. **CFDA Number and Name:** Ryan White Part C HIV Early Intervention Services Program CDFA #93.918
12. **Is award for Research & Development?** No
13. **Indirect Cost Rate for the Federal Award:** Not Applicable

Amendment No. 4
to
Agreement No. NG170000026
for
Social Services
between
AIDS SERVICES OF AUSTIN, INC.
and the
CITY OF AUSTIN

(Ryan White Part C)

1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.

2.0 The total amount for this Amendment to the Agreement is ***Ten Thousand Two Hundred Sixty Five dollars*** **($10,265)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Jan. 1, 2017 – Dec. 31, 2017)	n/a	$ 81,680
Amendment No. 1: Add funds to Agreement and modify Program Exhibits	$ 84,031	$ 165,711
Amendment No. 2: Exercise Extension Option #1 (Jan. 1, 2018 – Dec. 31, 2018)	$ 163,360	$ 329,071
Amendment No. 3: Reduce funds in Agreement and modify Program Exhibits	($4,007)	$ 325,064
Amendment No. 4: Add funds to Agreement and modify Program Exhibits	$ 10,265	$ 335,329

3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance for HIV Service Category is deleted in its entirety and replaced with **Exhibit A.2 -- Program Performance for HIV Service Category** [*Revised 12/5/2018*]

Exhibit B.1.1 -- Program Budget for HIV Direct Services is deleted in its entirety and replaced with **Exhibit B.1.1 -- Program Budget for HIV Direct Services** [*Revised 12/5/2018*]

Exhibit B.1.2 -- Program Budget for HIV Administrative Services is deleted in its entirety and replaced with **Exhibit B.1.2 -- Program Budget for HIV Administrative Services** [*Revised 12/5/2018*]

Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrrative is deleted in its entirety and replaced with **Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrrative** *[Revised 12/5/2018]*

Exhibit G – Federal Award Identification is deleted in its entirety and replaced with **Exhibit G – Federal Award Identification** *[Revised 11/28/2018]*

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.1 For the Program Period of *1/1/2018* through *12/31/2018*, the payment from the City to the Grantee shall not exceed $169,618 (*One Hundred Sixty Nine Thousand Six Hundred Eighteen dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: _____

AIDS SERVICES OF AUSTIN, INC.
Paul Scott, Chief Executive Officer
7215 Cameron Road
Austin, Texas 78752

Date: 10 DEC 2018

CITY OF AUSTIN

Signature: _____

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 12/17/18

Program Performance for HIV Service Category

Period Performance Start 1/1/2018 ***Period Performance End*** 12/31/2018

Outputs

HIV Service Category ***CS-Oral Health***

	Output Measure Description / ***How Data Is Compiled***	***Period Goal*** ***Initial/Previous***	***Adjusted***	***Target***
OP1	AIDS Services of Austin will provide 521 Units of Oral Health care services. One unit of service = One visit a) 316 units of routine treatment service provided. b) 194 units of prophylaxis treatment service provided. c) 10 units of specialty care treatment service provided. Using the Provide® Enterprise data reporting feature and ARIES the Senior Program Analyst will generate reports to determine the number of services provided each month.	490	31	**521**
OP2	AIDS Services of Austin will provide Oral Health Care services for 286 patients (Clients). Of this goal, the projected numbers of New and Continuing patients are: a) 231 continuing patients will be served. b) 55 new patients will be served. Using the Provide® Enterprise data reporting feature and ARIES the Senior Program Analyst will generate reports to determine the number of clients served each month.	280	6	**286**

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Program Performance for HIV Service Category

Period Performance Start 1/1/2018 ***Period Performance End*** 12/31/2018

Outcomes

HIV Service Category CS-Oral Health

Outcome Measure Description ***What Data Is Collected*** ***How Data Is Compiled*** ***When Data Is Evaluated***	***Period Goal***		
	Numerator	***Denominator***	***Target Percent***
OC1 Percentage of HIV-infected oral health patients who had a dental and medical health history (initial or updated) at least once in the measurement year (Outcome target = 95%)	271	286	94.76

Numerator = Number of HIV infected oral health patients who had a dental and medical health history (initial or updated) at least once in the measurement year

Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year

Patient Exclusions:
1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year
2. Patients who were <12 months old.

Dental and Medical history (initial or updated), clinical oral evaluation, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Patient receipt of dental and medical history (initial or updated), clinical oral evaluation, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit. Results will be entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:

a) the unduplicated clients that received a dental and medical history (initial or updated) during the reporting period,
b) the unduplicated clients that received a clinical oral evaluation during the reporting period, and
c) the unduplicated clients that received an evaluation or treatment for a dental emergency only, during the reporting period.

Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients who were less than 12 months old.

All results of all four reports will be used to determine the number of patients to achieve the outcome.

The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

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Data on service delivery is collected and evaluated at each patient visit.

OC2	Percentage of HIV-infected oral health patients who had a dental treatment plan developed and/or updated at least once in the measurement year (Outcome target = 90%) Numerator = Number of HIV infected oral health patients who had a dental treatment plan developed and/or updated at least once in the measurement year Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year. Patient Exclusions: 1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year 2. Patients who were <12 months old.	271	286	94.76

Dental Treatment plan developed or updated, clinical oral evaluation, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Patient receipt of the development or update of a dental treatment plan, clinical oral evaluation, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit. Results will be entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:
a) the unduplicated clients that had a dental treatment plan developed or updated during the reporting period,
b) the unduplicated clients that received a clinical oral evaluation during the reporting period, and
c) the unduplicated clients that received an evaluation or treatment for a dental emergency only during the reporting period.

Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients who were less than 12 months old.

All results of all four reports will be used to determine the number of patients to achieve the outcome.

The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

Data on service delivery is collected and evaluated at each patient visit.

OC3	Percentage of HIV-infected oral health patients who received oral health education at least once in the measurement year (Outcome target = 95%) Numerator = Number of HIV infected oral health patients who received oral health education at least once in the measurement	271	286	94.76

year
Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year

Patient Exclusions:
1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year
2. Patients who were <12 months old.

Oral Health Education data will be documented in the patient chart by the Dental Hygienist at each patient visit. Clinical oral evaluation, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Patient receipt of Oral Health Education will be noted by the Dental Hygienist and documented on the record of procedures provided at each patient visit. Clinical oral evaluation, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit. Results will be entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:

a) the unduplicated clients that received oral health education during the reporting period,
b) the unduplicated clients that received a clinical oral evaluation during the reporting period, and
c) the unduplicated clients that received an evaluation or treatment for a dental emergency only during the reporting period.

Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients who were less than 12 months old. All results of all four reports will be used to determine the number of patients to achieve the outcome. The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

Data on service delivery is collected and evaluated at each patient visit.

OC4	Percentage of HIV-infected oral health patients who had a periodontal screen or examination at least once in the measurement year (Outcome target = 80%)	258	286	90.21

Numerator = Number of HIV infected oral health patients who had a periodontal screen or examination at least once in the measurement year

Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year

Patient Exclusions:
1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year

2. Edentulous patients (complete)
3. Patients who were <13 years

Periodontal Screening or examination data will be documented in the patient chart by the Dental Hygienist at each patient visit. Clinical oral evaluation, patient edentulism (complete), and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Patient receipt of Periodontal screening or examination will be noted by the Dental Hygienist and documented on the record of procedures provided at each patient visit. Clinical oral evaluation, patient edentulism, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit.

Results will be entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:
a) the unduplicated clients that received periodontal screening or examination during the reporting period,
b) the unduplicated clients that received a clinical oral evaluation during the reporting period,
c) the unduplicated clients that received an evaluation or treatment for a dental emergency only during the reporting period, and
d) the unduplicated clients that are edentulous (complete) during the reporting period.

Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients aged 13 years or older. All results of all five reports will be used to determine the number of patients to achieve the outcome. The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

Data on service delivery is collected and evaluated at each patient visit.

OC5	Percentage of HIV-infected oral health patients with a Phase 1 treatment plan that is completed within 12 months of establishing a treatment plan (Outcome target = 80%)	229	286	80.07

Numerator = Number of HIV infected oral health patients that completed a Phase 1 treatment within 12 months of establishing a treatment plan

Denominator = Number of HIV infected oral health patients with a Phase 1 treatment plan in the year prior to the measurement year

Patient Exclusions:
1) Patients who had only an evaluation or treatment for a dental emergency in the year prior to the measurement year

Phase 1 treatment completion data, treatment plan established, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Completion of Phase I treatment, treatment plan established and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit.

Results will be entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:
a) the unduplicated clients completed a Phase 1 treatment plan within 12 months of establishing a treatment plan during the reporting period, and
b) the unduplicated clients with a Phase 1 treatment plan in the year prior to the measurement year, and
c) the unduplicated clients that received an evaluation or treatment for a dental emergency only during the year prior to the measurement year.

All results of all three reports will be used to determine the number of patients to achieve the outcome.

The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

Data on service delivery is collected and evaluated at each patient visit.

Program Budget for HIV - Direct Services

Program Start Date 1/1/2018 Program End Date 12/31/2018

Service Category	*Personnel*	*Fringe*	*Travel*	*Equipment*	*Supplies*	*Contractuals*	*Other*	*Subtotal*
CS-Oral Health	90,058.00	20,475.82	360.00	0.00	12,061.00	0.00	40,808.18	**163,763.00**
SS-Referral for Health Care-Supportive Svcs	5,855.00	0.00	0.00	0.00	0.00	0.00	0.00	**5,855.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Subtotal	**95,913.00**	**20,475.82**	**360.00**	**0.00**	**12,061.00**	**0.00**	**40,808.18**	**169,618.00**

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Program Budget for HIV - Administrative Services

Program Start Date 1/1/2018 Program End Date 12/31/2018

Service Category	Personnel	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
CS-Oral Health	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
SS-Referral for Health Care-Supportive Svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Subtotal	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

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Program Budget for HIV - Combined Services and Narrative

Program Start Date 1/1/2018 Program End Date 12/31/2018

Service Category	Personnel	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
CS-Oral Health	90,058.00	20,475.82	360.00	0.00	12,061.00	0.00	40,808.18	**163,763.00**
SS-Referral for Health Care-Supportive Svcs	5,855.00	0.00	0.00	0.00	0.00	0.00	0.00	**5,855.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Subtotal	**95,913.00**	**20,475.82**	**360.00**	**0.00**	**12,061.00**	**0.00**	**40,808.18**	**169,618.00**

Created: 8/2/2018 10:15:00 PM ***Last Modified:*** 12/5/2018 2:17:00 PM

Program Budget for HIV - Combined Services and Narrative

Service Category	*Budget Narrative*
CS-Oral Health	PERSONNEL COSTS: Salaries & Fringe Benefits for Lead Dental Assistant, Dentist, Dental Assistant, Lead Dentist, Hygienist, Eligibility & Intake Specialist, and Dental Services Director. TRAVEL: Dental Program budget for staff travel and training split proportionately by eligible funding source and/or FTEs, as applicable. SUPPLIES: Supply Expenses are allocated per FTE or as allocated per funding source including: Dental Medications, Dental Supplies, Education Supplies, Medical Supplies, Office Expense, Office Supplies, and Infection Control. OTHER: Expenses are allocated per FTE or as allocated per funding source, including: Computer Service (Eaglesoft/Vintage), Contract Services (Other), Dental Lab Services, Dues & Memberships, Infection Control, Insurance - Malpractice, Licenses & Permits, Payroll Expense (Not S&W), Rent, Utilities, Telephone, and Uniforms.
SS-Referral for Health Care-Supportive Svcs	Salary costs for one position (Patient Services Specialist) are budgeted in Support - Referral, per HRSA instruction

Amendment No. 3
to
Agreement No. NG170000026
for
Social Services
between
AIDS SERVICES OF AUSTIN, INC.
and the
CITY OF AUSTIN

(Ryan White Part C)

1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.

2.0 The total amount for this Amendment to the Agreement is ***minus Four Thousand and Seven dollars* (-$4,007)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Jan. 1, 2017 – Dec. 31, 2017)	n/a	$ 81,680
Amendment No. 1: Add funds to Agreement and modify Program Exhibits	$ 84,031	$ 165,711
Amendment No. 2: Exercise Extension Option #1 (Jan. 1, 2018 – Dec. 31, 2018)	$ 163,360	$ 329,071
Amendment No. 3: Reduce funds in Agreement and modify Program Exhibits	($4,007)	$ 325,064

3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1.1 -- Program Work Statement for HIV Contract is deleted in its entirety and replaced with a new **Exhibit A.1.1 -- Program Work Statement for HIV Contract** [*Revised 8/24/2018*]

Exhibit A.1.2 -- Program Work Statement By Service Category is deleted in its entirety and replaced with a new **A.1.2 -- Program Work Statement By Service Category** [*Revised 8/24/2018*]

Exhibit A.2 -- Program Performance for HIV Service Category is deleted in its entirety and replaced with **Exhibit A.2 -- Program Performance for HIV Service Category** [*Revised 9/5/2018*]

Exhibit B.1.1 -- Program Budget for HIV Direct Services is deleted in its entirety and replaced with **Exhibit B.1.1 -- Program Budget for HIV Direct Services** [*Revised 8/24/2018*]

Exhibit B.1.2 -- Program Budget for HIV Administrative Services is deleted in its entirety and replaced with **Exhibit B.1.2 -- Program Budget for HIV Administrative Services** *[Revised 8/24/2018]*

Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrrative is deleted in its entirety and replaced with **Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrrative** *[Revised 8/24/2018]*

Exhibit G – Federal Award Identification is deleted in its entirety and replaced with **Exhibit G – Federal Award Identification** *[Revised 10/9/2018]*

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.1 For the Program Period of *1/1/2018* through *12/31/2018*, the payment from the City to the Grantee shall not exceed $159,353 (*One Hundred Fifty Nine Thousand Three Hundred Fifty Three dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:

AIDS SERVICES OF AUSTIN, INC.
Paul Scott, Chief Executive Officer
7215 Cameron Road
Austin, Texas 78752

Date: 10/10/2018

CITY OF AUSTIN

Signature:

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 10/31/18

Program Work Statement For HIV Contract

Period Start Date 1/1/2018 ***Period End Date*** 12/31/2018

Client Access

Client Location and Identification
Referrals to the Dental Clinic come from ASA's case management programs, DPC, a number of regional AIDS Services Organizations (ASOs)/Community Based Organizations (CBOs), private HIV physicians in the area, and local emergency rooms. In addition, a number of clients self-refer. With over 20 years of patient care history, the Dental Clinic is well-known in the community and receives a number of referrals by word of mouth. Patients are quick to tell other people they know in need of dental care, of the Dental Clinic. Any client receiving an HIV positive test result provided by the ASA Prevention Department receives information about the Dental Clinic's services. In addition to these methods, patients report they often find out about ASA's services through internet search engines.

Client Barriers
Barriers that patients face include, but are not limited to, mental illness and substance abuse, memory problems and memory loss, dementia, fear, and transportation, which is most common. Transportation barriers include unreliable transportation, (expired tags and inspections, vehicles needing costly repairs, needing to borrow vehicle from family members or friends), living in areas where public transportation is not readily accessible, and/or unreliable Special Transit Services requiring lengthy drop-off and pick-up windows (1.5 – 2 hours before and after) around appointment times. When patients are identified as having barriers at the intake visit or because they are chronically missing appointments, the Patient Navigator works with willing patients one-on-one to reduce barriers to continuing dental care services. Through this individualized service, Dental Clinic staff is able to refer patients in need to ASA or an appropriate ASO. The ASO can then assist the patient to overcome barriers to care, typically through Medical Case Management. Medical Case Managers help patients to overcome barriers by:

- Providing access to transportation through bus passes/taxi vouchers or transportation in the agency's vehicle;
- Providing referrals to mental health and substance abuse treatment and counseling;
- Accompanying clients to appointments to overcome their fear of treatment; and,
- Providing access to basic needs assistance such as food bank, housing, and emergency financial assistance to stabilize their situations.

Patients may have difficulty in coordinating and prioritizing multiple health care services. Some employers refuse to allow their staff time off for dental treatment, unless it is an emergency. Other barriers include the lack of communication (home telephone); lack of childcare; and language barriers, including hearing impairment. Where possible, appointments are coordinated with other services to minimize travel and/or facilitate access to transportation.

Many people in the target population have stigma associated with their oral health care or they fear dental care and equate this care with loss, infection and/or pain. Some targeted patients lack understanding about the importance of dental treatment, especially the move into routine preventative dental care rather than emergency care. Most new patients to the Dental Clinic have not previously accessed dental care and have a limited understanding of the concept of treatment by appointment. The Dental Clinic works closely with patients and their other medical care providers to emphasize and reinforce the importance of dental care as a component of primary health care.

The Dental Clinic employs bilingual Spanish speaking staff to ensure clear communication with regard to treatment procedures and treatment outcomes for Spanish speaking patients. In order to facilitate easier communication with Spanish speaking patients, Dr. Kilkelly and Dr. Howell participated in a Conversational Spanish for Medical Professionals continuing education course. Interpretation services are offered in the client's preferred language at no cost to the client if their preferred language is not Spanish or English or Spanish-speaking staff is not available. Hard of hearing and deaf interpreter services are offered to hearing-impaired patients and are retained when treating hearing-impaired patients. The Dental Clinic provides oral health education pamphlets in both English and Spanish. Several easy-to-understand oral instruction and information pamphlets using pictures for those of low English literacy have been developed to explain some of the dental services provided. Internet access enables the evaluation and download of patient education materials in a variety of languages for those patients whose first language is not English or Spanish.

Service Linkage, Referral, and Collaboration

Linkage to Primary Medical Care

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Program Work Statement For HIV Contract

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Dental care is essential medical care, particularly for people with HIV and AIDS. Signs of the progression of HIV disease often manifest in the mouth, and good oral health is integral to good nutrition and food assimilation. ASA's Dental Clinic is one of only three dental clinics in the State of Texas aimed at serving the unique oral health care needs of people with HIV and was the second clinic to begin operation. The Dental Clinic began in response to individuals with HIV being turned away from other dental practitioners, and to the barriers to access and unavailability of the Federally Qualified Health Center (FQHC) clinic system for patients that were eligible. (Previously, Medicare and Medicaid did not cover dental care for adults in Texas). Many patients are receiving regular dental care for the first time in their lives. The Dental Clinic's close working relationship with DPC and other medical practitioners specializing in HIV care has resulted in most patients considering dental care as part of their primary medical care.

There is a long history of collaboration between DPC and ASA's Dental Clinic. Because DPC and the Dental Clinic were conceived to work in partnership and were original recipients of grants that allowed them to work as a unit, both clinics have seen much of the same patient population, and providers in both clinics have always worked together closely. In fact, both agencies continue to operate together as part of a larger core medical care collaborative funded by Ryan White Part C. At present, every new patient at the DPC receives a referral to the Dental Clinic as a part of the baseline intake visit, and any Dental Clinic patients who are not actively engaged in the care of a physician are referred the DPC for medical care. On a regular basis, patients with latent (undetected) medical conditions are referred to the DPC. The mechanism for this is usually in the form of a dentist-to-doctor phone call or encrypted email; however, referral forms are also faxed to the facility. Referrals happen both ways. New lesions or oral manifestations, once detected by a physician at the DPC are referred to the Dental Clinic for diagnosis and treatment. In some instances, a lesion requires both the dentist and physician for successful diagnosis and treatment. Many years of working together have made this process function well.

Dentists and physicians in the community refer patients with oral lesions for diagnosis and treatment. The Dental Clinic is widely recognized by a large portion of the dental and medical community as a center for excellence and specialization in regards to HIV oral medicine. The Dental Clinic founder, an expert in HIV oral pathology, is on call and available to consult in the area of HIV oral pathology including but not limited to seeing the patient at the Dental Clinic. The Dental Clinic is the recipient of national and local awards for its skill and professionalism. Awarding agencies include the American Dental Association and the Raymond Todd Civic Leadership Forum.

The Dental Clinic is the only oral health care provider in the Central Texas region available specifically for persons with HIV and AIDS so duplication of services is not a concern. To assure ongoing access to care, the Dental Clinic continues to work collaboratively with other AIDS Service Organizations (ASOs), accepting referrals from agencies offering case management and other services to persons living with HIV disease. Because it is well known to so many in the community (including those in emergency medicine, residency programs, and dentists in private practice), the Dental Clinic is the site where newly infected patients are referred for oral manifestations or for unmet dental needs. This first point of contact results in referral by Clinic staff to primary medical care and other services.

The Dental Clinic employs a system that ensures every patient (100 percent) who receives scheduled routine dental care is "in care," meaning that they are being seen regularly by a physician. During the initial intake visit (IT1), Clinic staff requires documented certification (found on a Physician's Consultation Form) from the patient's primary medical care provider. This information must be updated every six months. This measure is not meant to provide a barrier to care, but rather to ensure that the Dental Clinic has the patient's pertinent lab values and current medications, in order to provide appropriate care. Because this information is required for patients to have their dental work completed, it serves as an incentive for patients to be compliant with their medical visits. Patients who are not yet in care are not turned away from services; rather, the Dental Patient Navigator works with patients until they can be brought into care and the Physician's Consultation Medical Certification is received. Until the document is produced, patients may still receive palliative care for emergent issues until the situation is resolved.

Dental Clinic Subcontractor Referrals
The Dental Clinic makes referrals for patients needing more complex oral health care provided by dental specialists located in private practices throughout the region, as well as for other services. See Staffing section for a list of the Dental Clinic's specialty practice subcontractors. ASA uses subcontractors on a fee-for-service basis to provide needed services that either cannot be performed on site at the Dental Clinic or are in addition to those performed on-site. The Dental Clinic uses two dental laboratories (Seretti Dental and Stern - Empire) for the off-site fabrication of partial and full dentures and crowns. An

oral impression of the work required, along with a written order from the Dentist, is sent to the fabricating lab. The returned product is checked against the order for accuracy, as is the subsequent bill, prior to payment.

Referrals are made to three subcontracting oral surgery practices for patients who require surgical extractions under premedication and sedation, those with complicated extractions or impacted teeth, and those who need multiple or whole-mouth extractions that would require multiple clinic visits and an extended period of time to accommodate the patient within the Dental Clinic's schedule. A written order from the Dentist for the work required is faxed to the oral surgeon or provided to the patient to make to their appointment. Any changes to the written order are discussed with and approved by the referring Dentist prior to any procedures performed, and changes are noted in the patient's chart. The subsequent bill is checked for accuracy against the written order prior to payment. The bill is firm documentation that the patient did follow through with the treatment referral at the specialist's office. Typically, a letter from the referral accompanies this bill and is included in the patient's chart.

Referrals are made to a subcontracting endodontic practice for some patients requiring specialty root canal treatment and care. A written diagnostic order for the procedure required is provided to the patient to take to their appointment. Any changes to the written order are discussed with and approved by the referring Dentist prior to any procedure being performed, and are noted in the patient's chart. The subsequent bill is checked for accuracy against the written order prior to payment and serves as verification that the patient did indeed receive the referred services.

Other Linkages, Collaboration, and Referral
For services other than medical or dental, patients of ASA's Dental Clinic are referred to their Case Manager or to the appropriate service provider. If a patient is not currently case-managed at ASA or another AIDS Services Organization and is need of this service, the Patient Navigator refers them into the medical case management program in the county in which the patient resides, as appropriate. Follow up is accomplished at the patient's next treatment visit when the staff inquires about their previous and upcoming medical appointments and is documented in the patient's chart.

ASA has collaborative agreements, letters of support, and/or Memoranda of Understanding (MOU) in place with several agencies, mostly with respect to specific service category programs. The MOU agreements guide referrals between agencies and allow for smooth transitions of clients for additional services. ASA maintains MOUs with Waterloo Counseling Center, Project Transitions, and the Housing Authority of the City of Austin, Austin Energy, the C.A.R.E. Program of Austin/Travis County Integral CARE, and the Communicable Disease Unit at Austin/Travis County Health and Human Services Department (A/TCHHSD). For MOUs that require annual renewal, ASA contacts the partner agency 30 days prior to expiration of these agreements.

ASA also has long-standing referral relationships with HIV-related social service providers, including the C.A.R.E. Program at Austin/Travis County Integral Care for substance abuse counseling and treatment referral for individuals that are dually diagnosed; Project Transitions for transitional housing and hospice care; South Austin Marketplace for transitional and long-term housing; the Customer Assistance Program (Austin Energy) for utilities payment assistance; Waterloo Counseling Center for mental health counseling; the Wright House Wellness Center for holistic/alternative health services; Salvation Army and the Austin Resource Center for the Homeless for emergency housing; the Social Security Administration for disability benefit applications and appeals; Del Valle Correctional Facility, Travis State Jail, and the University of Texas Medical Branch State Penitentiary for services to inmates upon their release; the Communicable Disease Unit at A/TCHHSD for HIV/ STI/TB screening; and SafePlace for domestic violence assistance.

Eligible clients are also referred to the broad continuum of ASA services: the Capital Area AIDS Legal Project (CAALP) for legal assistance; Medical Nutrition Therapy for nutritional assessment, counseling, and supplements; the Dental Clinic for oral health services; HOPWA for housing assistance; Comprehensive Risk Reduction Counseling Services for support for individuals to reduce the risk of HIV transmission; and the Health Insurance Program for premium, medication copayment, and medication deductible financial assistance.

Referral Process and Follow Up
ASA staff assists clients with completing and submitting other agencies' referral forms, communicates with those agencies to clarify client eligibility, and advocates for client service delivery. For those clients who are case managed at ASA, staff ensures that referrals are followed through on in one of the following ways:
- performs follow up at the next client contact by asking the client about the referral and the results;

- accompanies the client to appointments;
- checks the ARIES database to ensure appointment was attended; or,
- calls the agency the client was referred to and confirms client attendance.

All staff document client progress regarding follow-through on referrals in the progress log feature of the Provide Enterprise® electronic client database (ASA's internal electronic database). ASA staff complete a referral tracking form that includes date of referral and completion date and keep the form updated in the paper client file. The desired outcome results are linkage to and retention in support services.

Non-Medical Case Managers, Patient Navigators, Medical Case Managers, and/or the Dental Clinic Patient Navigator work jointly to successfully refer clients to needed support services. The Patient Navigator's role is working on basic, less complex referrals to support services while the Non-Medical Case Managers address more complex linkages such as disability applications to Social Security, substance abuse/mental health treatment, and using clinical interventions to address client readiness for and resistance to change.

Goals of Collaborative Activities, Integration of Resources, and Projected Results
The goal of collaborative activities is the provision of comprehensive services through the HIV provider community and other social service agencies using linkages and referrals. These activities ensure clients have access to all needed services that are not offered by ASA. In addition, they allow clients to overcome barriers to accessing and remaining in primary medical care and moving toward self-sufficiency in managing their HIV disease.

Integration of resources and services includes the dedication of ASA staff time toward the completion of other agency intake forms, assisting clients with the intake process, accompanying clients to support service appointments, reporting required data, and working with clients on mutual goals in service plans. These mutual goals may be related to the support services that clients receive from other agencies, such as financial assistance, substance abuse or mental health counseling, housing, etc.

The projected results of collaborative activities, integration of resources, linkages, and referrals are:
- Client achievement of housing stability
- Meeting food intake needs
- Mental health services access and stability
- Independent management of substance use issues
- Financial stability
- Decreased recidivism
- Personal safety and security

Role of Patient Navigator
The goals of the Patient Navigator program at ASA's Dental Clinic are threefold. The primary goal of this program is to aid those patients identified at being at the greatest risk of not following through with comprehensive treatment in the navigation of the healthcare system with a focus on both the patient's oral and systemic health. Through this work the second goal is focused on increasing the patient retention rate through behavioral changes and increasing the access and follow through of the patients by identifying probable barriers and connecting patients with services that may help remove those barriers. As a third goal, the Patient Navigator functions much as many nurses do in medical practices by acting as a liaison between the physicians and the dentists working on the patient's behalf to obtain relevant medical information having the ability to triage emergencies, answer simple patient questions, follow up with patients who have had a complicated procedure, obtain current and accurate medical records to ensure that all Dental Clinic patients are currently in physician care, and transcribe medical information from physicians.

The Dental Clinic Patient Navigator identifies patients in need of medical case management or other social service assistance and refers those patients to ASA's Intake and Eligibility staff team or another appropriate ASO offering case management. Progress is tracked with Patient Navigation patients through the use of various spreadsheets. These spreadsheets are a tool for tracking and monitoring patients who have shown to be in need of assistance from the Patient Navigator because of problems with attendance, identified barriers, or needing to return to care. Some patients already have case managers and some have been referred. This Log assists in tracking different points of interest of the patient, including the last seen, last

missed, next visit, last contact date, who (if any) is the case manager. The goal of the log is to successfully pin point the patients, motivate and guide them in the right direction to fulfill their appointment/treatment plan obligations and allow them to successfully graduate from Navigation. All ASA case managers have access to this log and it is updated, at a minimum weekly with upcoming appointment and contact attempted/made, etc.

Client Input and Involvement

Patient input and involvement in oral health care services is an individualized and ongoing relationship that begins with the first visit to the Dental Clinic. The patient and Dental staff relationship focuses on patients' most pervasive dental needs prioritized into a treatment care plan to address those needs. The plan hinges on the provision of quality oral health care by Dental staff. Patient input and involvement starts with each treatment plan established with patients' participation and agreement during the second intake appointment (IT2). At this appointment, the Dental staff discusses and reviews all available treatment options with the patient. Staff reviews different options as a dentist/patient team and develops a plan that suits the needs of each patient. The benefits of developing a treatment plan with patient input is the successful prevention of tooth decay through proper dental maintenance at home and from the Dental Clinic hygiene department. Subsequent to the IT2 visit, should patients' have additional questions or concerns, staff offer another appointed visit to review the different treatment plan options. This level of patient involvement is successful for the majority of Dental Clinic patients.

While it rarely happens, sometimes the patient and dentist cannot agree on a treatment plan. In that case, the Dentist offers the patient another opinion from an alternate staff dentist. Dentists do not discuss their clinical opinions in advance of examining the patient but they do confer after the two individual plans are established. The patient then has two opinions to consider and staff is able to present the findings to the patient. Dental Clinic staff takes great care to inform and educate patients on available options at the Dental Clinic. Should patients disagree with both treatment plan options, patients are free to seek care at a private practice at their own expense. Patients leaving the Dental Clinic to seek care from private practice dentists may return to the Dental Clinic at any time to reestablish themselves as patients; agreeing to develop and follow a new treatment plan with Clinic staff.

Annually, Staff also surveys clients using the standardized questionnaire developed by the Austin Area Comprehensive HIV Planning Council to solicit feedback for improving Oral Health services. Supervisors use survey results and direct client/patient and staff feedback semiannually to evaluate the effectiveness of referral systems, barriers to service, and other service delivery components. The team then plans, as appropriate, for service modification, especially actions to remove barriers. The Client Satisfaction Survey was developed and standardized by the Austin TGA HIV Planning Council with input from members of the TGA Clinical Quality Management workgroup. Results of a recent survey administered to 187 dental patients yielded positive feedback, with 97 percent of patients reporting overall satisfaction with 'Dental Care' services.

Clients have several opportunities to offer input into ASA's programs and services. Staff's rapport with the target community enables them to respond to client comments and needs on an ongoing basis. During these encounters, staff works with clients to offer input and identify needs and services they want to pursue.

Clients who receive services from ASA may provide confidential input at any time, through the agency's suggestion box located in the main facility reception area. Dental Clinic patients may do the same in the dental clinic waiting room. All agency clients may register concerns with supervisors and through the comprehensive client grievance process. ASA's main email address serves as another gateway for clients/patients to provide program feedback, voice concerns and/or file a complaint. Authorized agency staff forwards such confidential email communication to the appropriate director and supervisor of the department the client has concerns about. All clients receive a copy of the client grievance policy and procedure upon entry into services. The policy is posted in all agency reception areas or high client traffic areas in English and Spanish. Agency staff may assist clients with the grievance process as requested by the client.

ASA routinely incorporates client feedback and suggestions into planning activities. In developing the agency's Strategic Plan, ASA used interviews and focus groups with current clients to ensure their active participation in the strategic direction of the agency. ASA's Strategic Plan specifically defines "client satisfaction with programs and services" as a key measure of success in alignment with our strategy to "maintain and strengthen existing programs and services through quality improvement." The Strategic Plan has been extended so that ASA is able to fully analyze the impact of the Affordable Care Act. A suggestion box located in the client lobby is available for clients to submit anonymous feedback. The box is routinely monitored by the Director of Dental Services. Client feedback is given to appropriate staff for use in program improvements.

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The Quality Management Guidance Team reviews the feedback from the suggestion box quarterly to evaluate trends and making agency improvements.

Cultural Competency

AIDS Services of Austin (ASA) is in compliance with all 15 CLAS Standards.

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

Staff members are proficient in Spanish, culturally reflective of the Hispanic clientele and available to interpret daily; Staff members are from diverse backgrounds including African-Americans and individuals that are immigrants to the USA; One staff member proficient in American Sign Language and others with basic skills; Interpretation services in any language are offered to clients free of charge; interpreters culturally reflect clients; Staff assigned to clients are reflective of clients' cultural background, as feasible; Client materials are written at a fifth to eighth grade literacy level and in Spanish at third to fifth grade level; Client materials are provided in Spanish and English; ASA staff translates materials from English to Spanish; Organization includes "diversity" as one of its core values.

2. Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.

A Cultural Appropriateness Action Team with staff from varied levels and departments is tasked with ensuring CLAS and health equity are promoted; The agency maintains a tracking mechanism to ensure CLAS compliance; Agency policies are cognitive of cultural appropriateness and those that are applicable to clients are provided in English and Spanish at an appropriate literacy level; Resources are allocated based on community need and assessment ensuring targeting of demographics most affected by the epidemic; board approved organizational strategic plan includes goals, objectives, and action steps prioritizing staff cultural awareness and competency trainings.

3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.

Compliance with Equal Employment Opportunity Commission (EEOC) guidelines since inception; Compliance with The Americans with Disabilities Act (ADA) since inception; EEOC and ADA language reflected on all job postings; Staff are fluent in Spanish, culturally reflective of the Hispanic clientele, and available to interpret daily; Staff members are from diverse backgrounds including African-Americans, Latinos/as, and individuals that are immigrants to the USA. Organizational staffing is reflective of the demographics of the HIV epidemic in the Austin TGA; One staff member proficient in American Sign Language and others with basic skills; Committed to promoting from within for job openings; Evaluation of the potential of current staff for leadership development in order to promote direct service staff; Structured Action Teams provides leadership development opportunities for all staff members ; Candidates for positions where bi-lingual (Spanish) skills are preferred are offered a salary premium for demonstrating appropriate proficiency in the language; Organization recruits diverse candidates by networking with higher education institutions of color and advertising and conducting outreach into appropriate publications in communities of color; board approved organizational strategic plan includes goals, objectives, and action steps prioritizing recruiting, hiring, and training diverse staff and recruiting board members from communities of color; Board officers are demographically and culturally diverse.

4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.

The agency's Cultural Appropriateness Action Team researches and implements ongoing training; Agency support of language skills development when resources are available.

5. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.

Staff are proficient in Spanish, culturally reflective of the Hispanic clientele, and available to interpret daily; Staff are from

diverse backgrounds including African-Americans, Latinos/as, and individuals that are foreign-born; One staff member proficient in American Sign Language and others with basic skills; Interpretation services in any language are offered to clients free of charge; interpreters culturally reflect clients; Client materials are written at a fifth to eighth grade literacy level and in Spanish at a third to fifth grade level; Client materials are provided in Spanish and English; A staff person fluent in Spanish translates client materials from English to Spanish; The agency uses an independently customized system to evaluate the language proficiency of onboarding staff; Organization's central voice mail and Dental Clinic voice mail systems are recorded in Spanish; Key program staff have recorded voicemails in Spanish.

6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.

Interpretation policy offering services free of charge posted in all locations; Reception and Intake and Eligibility staff trained to notify clients of their right to receive language assistance services free of charge; Front desk and key staff voicemail messages are recorded in English and Spanish; Interpretation services in any language are offered to clients free of charge; interpreters culturally reflect clients; Client materials are provided in Spanish and English; Reception staff have access to language cards to identify need for interpretation services.

7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

The agency uses an independently certified system to evaluate the language proficiency of staff; Written policy offers interpretation at no cost to the client in order to prevent the use of family and friends as interpreters; Staff is trained to inform clients of their right to interpretation services at no cost and that family and friends are not a preferred source for interpretation in order to protect client confidentiality; The agency hires professional, certified trainers to assist in interpretation upon request.

8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.

Client materials are provided in Spanish and English; Client materials are written at a fifth to eighth grade literacy level and in Spanish at a third to fifth grade level; Key client information/policies and grievance information is posted in English and Spanish in common areas and available in hard copy from reception desks; Quality Management Guidance Team reviews and updates materials to increase understandability.

9. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.

ASA's Strategic Plan identifies compliance with CLAS Standards as a priority: "Strategy #3: Ensure culturally appropriate programs and services; Agency programs and services meet Culturally and Linguistically Appropriate Services (CLAS) standards; Collaborative partners recognize ASA for delivery of programs and services to reduce stigma and for innovative and collaborative relationships"; Strategic plan action step is to implement an Organizational Cultural Appropriateness Committee representative of diversity of staff and management to further formalize cultural appropriateness trainings and action steps.

10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.

Self-assessment of CLAS-related activities with results used to improve services; Cultural Appropriateness Action Team to survey annually and report to staff and board of directors of outcomes from strategic planning goals/objectives related to cultural appropriateness work.

11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.

Collection of data and documentation on each consumer's race, ethnicity, disabilities, spoken and written language, and

literacy level; information entered into client paper file, Provide Enterprise® internal electronic database, and ARIES; information updated periodically; Use of the Austin Area Comprehensive HIV Planning Council's periodic consumer needs assessment; Use of the Brazos Valley Council of Government's periodic consumer needs assessment.

12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.

Provision of HIV testing data to the Texas Department of State Health Services (DSHS) of data and documentation on each consumer's race, ethnicity, disabilities, spoken and written language, and literacy level; information entered into client paper file, Provide Enterprise® internal electronic database, and ARIES; information updated periodically; Annual review and assessment of HIV epidemiology profile of epidemic as prepared by DSHS and the Austin/Travis County Health and Human Services Department; Use of the Austin Area Comprehensive HIV Planning Council and Brazos Valley Council of Government's periodic consumer needs assessment, Annual report to staff and board of directors on Austin TGA HIV epidemic in comparison to organization's client demographic profile, staff demographics, and board demographics.

13. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.

Collection and updating of data and documentation on each consumer's race, ethnicity, disabilities, spoken and written language, and literacy level; information entered into client paper file, Provide Enterprise® client electronic database, and ARIES; Provision of HIV testing data results are reported to the DSHS; Staff shares lessons learned at above events with management and leadership staff to expand collective knowledge of local cultural practices and belief.

14. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.

Client materials are provided in Spanish and English; Client materials are written at a fifth to eighth grade literacy level and in Spanish at a third to fifth grade level; Client grievance procedures are posted in English and Spanish in common areas throughout the organization; Organization has a formal grievance procedure in place that is reviewed annually by staff.

15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.

Strategic Plan dissemination to donors and posted on website; Community Impact Report disseminated to donors, posted to website, and available in hard copy to public; Responsiveness and pursuit of opportunities to participate in ethnic media.

Program Work Statement By Service Category

Period Start Date 1/1/2018 ***Period End Date*** 12/31/2018

HIV Service Category *CS-Oral Health*

Client Eligibility

Client Eligibility for All ASA Programs
ASA requires eligibility screening for all clients receiving outreach, case management, oral health care, health insurance, and food and nutrition services. ASA collects supporting documentation to certify client/patient eligibility for services based on:
1. HIV+ diagnosis
2. Verification of identity
3. Verification of current residency within the five county area in the Austin Transitional Grant Area (Travis, Bastrop, Caldwell, Hays, and Williamson)
4. Verification of current household income
5. Verification of insurance status

• Initial Eligibility Verification Period
ASA will have 30 days to collect all initial eligibility documentation from a person newly engaged in services. During that time, the newly enrolled client will receive services as appropriate to their presenting needs; however, without proper eligibility documentation in place, a new client may not be served past 30 days. Consequently, the client's status must be marked as "inactive" in ARIES and Provide ® Enterprise databases. . Proper notes must be entered into the client's electronic file and also placed in the client's paper file detailing all attempts to obtain required eligibility documentation. The client can be reactivated after all eligibility documentation are provided. All initial eligibility documentation must be dated with the date received by the ASA, (date stamp will be placed on the front of the document).

• Duration of Initial Eligibility
Initial eligibility for services will expire on the client's birthday or half birthday (whichever comes first) from the date the client's eligibility was first certified by ASA. The Ryan White Client Eligibility Form will display the eligibility expiration date. Proof of HIV+ diagnosis and verification of identity need to be present and readily accessible in the client file at all times, yet do not have an expiration date and do not need to be updated. All documentation accepted for initial eligibility verification must be current, i.e., no greater than six months from the date the client presents for initial certification.

• Recertification of Eligibility
Annual recertification of eligibility for services with ASA coincides with the last day of a client's birth month. If the recertification is completed later, it does not change the due date for self-attestation; instead, it shortens the eligibility period. The Austin TGA Eligibility Verification Form will be used at the initial eligibility and annual update visits. The annual recertification visit includes gathering the following forms and posting them in the client paper file and Provide® Enterprise database:

• Copy of Original Proof of HIV
• Copy of Original Proof of ID
• Updated Proof of Residency
• Updated Proof of Income
• Updated Proof of Health Insurance

Client self-Attestation of eligibility is aligned with the last day of the client's half birthday month, (six months after their birthday month). If a client has not had changes in their eligibility for services, recertification does not need to be done in person. The Self-Attestation Form may then, be signed and dated by ASA staff on behalf of the client. The six-month Self-Attestation of Eligibility Changes Form will be used between annual updates. Staff will scan the updated self-attestation form into Provide® Enterprise and update the certification periods. If the Six-month Self-Attestation Form is not complete before the end of the client's half birthday month, an annual update will need to be completed.

If a client has had a change in their income, residency, and/or insurance status, they must submit appropriate supporting documentation. Scan the Self-Attestation Form and support documents into Provide ® Enterprise and update the certification periods.

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Each client's Birthday Month is use to determine their Self-Attestation Form Due Date and their Annual Re-certification Due Date.

If there are changes reported by the client between updates, then the Agency Staff will obtain verification documentation from the client and complete self-attestation of eligibility changes form.

Agency staff responsible for eligibility document verification include Eligibility and Intake staff, Health Insurance Staff/Intake Specialist/Coordinator, Case Managers, Dental Clinic staff, Patient Navigators, the Food Bank Coordinator, and other designated persons. Staff receive training on eligibility documentation verification procedures from supervisory staff.

The following items are acceptable forms of documentation and will be obtained for each client/patient file. All Documents must be dated within 180 days.

Verification of HIV Status Proof of HIV+ diagnosis does not have an expiration date and does not have to be updated annually.

All viral load tests must indicate that the client was detectable for HIV virus particles, (copies), in their blood. If the test result read < 40 – 75 copies, the result is deemed, "undetectable" and will not be considered an HIV+ diagnosis for the purpose of eligibility verification. CD4 count, (T-cells), test results will not be accepted as proof of HIV+ status.

One of the following documents must be in the client's file:
a. A computer-generated HIV+ lab test with the individual's name preprinted. Examples are:
Antibody Screening test (e.g., Reactive Enzyme Immunoassay [EIA] with confirmatory Western Blot or Indirect Immunofluorescence Assay test [IFA]); or HIV Nucleic Acid (DNA or RNA) detection test (e.g., Polymerase Chain Reaction [PCR], HIV p24 Antigen test, HIV Isolation [viral culture]), or
b. Documentation from a licensed healthcare professional who is providing HIV medical care to the client: A statement or letter signed by the medical professional (acceptable signatories listed below) indicating that the individual is HIV+, including the individual's name and the phone number of the medical professional; a medical progress note, hospital discharge paperwork, or other documents signed by a medical professional (acceptable signatories listed below), indicating that the individuals is HIV+, including the individual's name and the phone number of the medical professional; or a Texas Department of Criminal Justice (TDJC) physician-completed Medical Certification Form (MCF)

Acceptable Signatories include:
- A physician licensed in Texas
- A physician assistant licensed in Texas
- A nurse practitioner licensed in Texas
- An advanced practice nurse licensed in Texas

Verification of Identity
Identification must be confirmed at initial eligibility and a copy must be retained in the client file, (Provide ® Enterprise and paper chart). Acceptable documentation includes:
- Unexpired Texas Driver's License or Temporary License
- Unexpired Texas State ID Card
- Military ID
- Unexpired Student ID with Photo
- Texas Department of Corrections ID
- Government issued ID from a country other than the U.S.
- Metro ID Card with Photo
- Birth Certificate
- Unexpired U.S. Immigration document
- Social Security Card
- Citizenship/Naturalization document with photo
- Student Visa card
- Passport

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The following documentation is acceptable only for undocumented and/or homeless clients, and clients recently released from or referred by a jail or prison:
• Letter on corporate letterhead from a case manager, social worker, counselor or other professional from another agency who has personally provided services to the client
• Letter on corporate letterhead from a jail or prison in the TGA

Verification of Residence Documentation must include the client's full legal name and match address listed for eligibility:
• Unexpired Texas Drive License or State ID
• Department of Corrections ID
• Current Voter's Registration card
• Rent or utility receipts for one month prior to application (PO Boxes not accepted)
• Current property tax statement
• Current lease, rental or mortgage agreement
• IRS tax transcript, verification of non-filing, W-2 or 1099
• Public assistance/benefits document (such as SNAP, Social Security, Medicaid/Medicare)
• Motor Vehicle Registration
• Pay stub
• Military/Veteran's Affair card/letter
• Current school records
• Court Correction Proof of Identity
• Medical care or other similar benefit cards, or recent statement/invoice from health insurance company

The following documentation is acceptable only for undocumented and/or homeless clients, and clients recently released from or referred by a jail or prison:
• Letter on corporate letterhead from a case manager, social worker, counselor or other professional from another agency who has personally provided services to the client
• Letter on corporate letterhead from a jail or prison in the TGA
• DSHS Supporter statement.

Only as a last resort, and with prior-approval from the Administrative Agency, current auto insurance, credit care, bank/brokerage statement or statement/letter from a Homeowner's Association may be used.

If none of the listed items are available, residency may be verified through observation of personal effects and living arrangements (e.g., visit to residence), or securing statements from clients' landlords, neighbors, or other reliable sources.

Note that individuals do not lose their Texas residency status because of temporary absence from the state For example, a migrant or seasonal worker may leave the state during certain period of the year but maintain a home in Texas, and return to that home after the temporary absence.

Verification of IncomeDocumentation of income must be provided for all members of the client's household. Income documentation for minors is required for the parents(s) or guardians(s) with whom the minor resides Services may not be provided to clients' whose household income exceeds the cap approved by the Ryan White HIV Planning Council for each service category.

The Modified Adjusted Gross Income (MAGI) policies and procedures developed by the Texas Department of State Health Services (DSHS), Ryan White Part B Program, are the uniform method for calculating income eligibly for all Ryan White services.

Verification of income eligibility will be done by using DSHS MAGI income eligibility document, forms, and instruction located at: https://www.dshs.state.tx.us/hivstd/magi.shtm.

MOCK MAGI:
For clients that can provide proof of income: Clients will provide 30 calendar days of income from all applicable sources. Staff

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must enter total of 30 calendar days of income into the income calculation form. Staff must enter the annual income amount from the income calculation form into the MOCK MAGI form. Acceptable and allowable documentation for Wages, Salaries, tips, etc.:
- Payroll Stubs (30 days)
- Copy of payroll check (30 days)
- Letter from employer indicating weekly or monthly wages
- Income Verification from employer
- Supporter statement
- SSI Award Letter
- SSDI Award Letter

Allowable documentation for Business Income or Self-Employed Income:
- Bank statements showing direct deposit (30 days)

If client does not have income or does not have traditional pay stubs, staff must obtain an income verification or a supporter statement whenever possible. If this verification is not obtained and due diligence has occurred to obtain it, the client can fill out the affidavit of no income and the attempts to obtain income verification and/or supporter statements must be documented in Provide.

All clients have to have a CAP Calculation Form completed every time there is a change in their income.

Verification of Insurance/Coverage Ryan White is the payor of last resort. Clients are screened for ability to pay, as well as eligibility for potential alternative sources of payment for Ryan White services. Programs/benefits that must be used first include, but are not limited to:
- Private insurance/employer insurance
- Medicare (including Part D prescription benefit)
- Medicaid
- County Indigent Health Programs
- Patient Assistance Program (PAPs)
- Children's Health Insurance Programs (CHIP)
- Other comprehensive healthcare plans

Documentation that the client has been screened for and enrolled in eligible program prior to the use of Ryan White fund, will be filed in the client's primary record.

Ryan White Funded Oral Health services require an household income be at or below 500% FPL. Sliding fee scales Oral Health Care services are updated annually based on individual FPL.

All required eligibility and intake documents, as well as periodic updates, are stored in the patient's paper chart and documented electronically in the agency's electronic client database, Provide Enterprise®. Supporting documents are scanned and saved to a secure network folder by the Data Entry Specialist. Client identifying information is also entered into the ARIES client database.

At the intake appointment, patients are required to provide comprehensive medical and dental histories and to sign a medical release form authorizing release of medical information, including current CD4 count, viral load, medications, recent lab values and any other medical information that may impact the provision of oral health care. Eligible patients may contact the Dental Clinic directly for services and do not have to be receiving services from any other ASA provider to be eligible for oral health care. The Dental Clinic also accepts referrals from other AIDS Service Organizations (ASOs), Community-Based Organizations (CBOs), hospital emergency rooms, and area primary care physicians.

For patients needing increased support and access to other resources, the Clinic's Patient Navigator may recommend patients access case management or other support services through ASA. In this case, patients are referred to the Eligibility and Intake team who complete a comprehensive screening process to determine clients' level of need for services.

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Target Populations

ASA's Dental Clinic is the sole provider of dental services exclusively for HIV positive persons in Central Texas. People with HIV and AIDS who reside in Travis and the nine surrounding counties (Bastrop, Caldwell, Hays, Williamson, Blanco, Burnet, Fayette, Lee, and Llano), and who cannot otherwise access dental care, are eligible for services (see Client Eligibility section). Ryan White Part C funds are used to provide services for patients residing within the TGA.

The Dental Clinic treats eligible patients of all genders, ages, ethnicities and, co-morbidities and targets traditionally underserved populations and those experiencing an increased incidence of HIV. This includes women, children, ethnic/racial minorities, injecting drug users, crack/cocaine users and other substance abusers, the homeless, men and women engaged in the sex industry, the recently released from incarceration, and men who have sex with men.

The demographics of clients served by the program represent the current population of people living with HIV and AIDS in the Austin TGA. ASA client geographic concentration aligns with areas of high prevalence of HIV/AIDS in the Austin TGA. ASA's most common zip codes for Oral Health Care patients are all located in Travis County.

Austin TGA data suggest that 84 percent of clients have medical comorbidities, while others report social and health-related contributing factors that complicate medical and other service delivery for HIV. As stated in a recent HRAU Ryan White Part A grant application, "The David Powell Community Health Center reports that more than 40% of its HIV patients have injection drug use and/or mental illness co-morbidity" and "the risk of tuberculosis infection is greater in African Americans with HIV compared with White persons living with HIV." In addition, Chlamydia, gonorrhea, or syphilis continue to be a concern with "1.5% to 3.0% of PLWH have been diagnosed with one of these diseases."

Service Category Activities

Service activities linked to Budget Justification

ASA's Dental Clinic began in 1991 as the HIV Dental Project, an independently funded and managed satellite project. Concerned local dentists and community leaders initiated the project in response to the need for dental services first identified by the Austin/Travis County HIV Commission in 1990. As part of ASA, in April 1992 the clinic was named the Jack Sansing Dental Clinic in honor of Jack Sansing, a local businessman, benefactor, and long-time volunteer of ASA. Mr. Sansing died of AIDS in January 1992. Dr. Chris Fabre, the Dental Clinic's Founder, remained involved in the project for 19 years, as a testament to his commitment to the original vision of public health care delivered in a compassionate, self-empowering manner reminiscent of a private practice.

ASA's Dental Clinic continues to implement a successful plan of oral health care service delivery that provides routine and emergency dental care for HIV positive individuals. General dentistry service activities include:

- oral examination;
- treatment planning;
- oral surgery (general);
- oral pathology;
- root canal treatment (in some cases);
- periodontal therapy (non-surgical);
- restorative dentistry such as fillings and crowns;
- removable prosthodontics (both partial and full dentures);
- limited implant placement for retention of removable prosthodontics;
- treatment of oral infections; and,
- emergent care to alleviate dental pain.

The Dental Clinic also treats many of the oral lesions affecting HIV positive patients, which may require a biopsy, excision, and/or lesion destruction with chemical treatments and palliative care. On a routine basis, common lesions such as oral candidiasis, human papillomavirus lesions, herpetic lesions, and aphthous ulcers are diagnosed and treated. Less common, but still prevalent, Kaposi's sarcoma and more rare malignancies are diagnosed and treated (or in some cases co-managed in a multi-specialty approach). In this category of less common, but prevalent conditions are cytomegalovirus lesions (CMV) and fungal infections. The Dental Clinic's Class D Pharmacy carries a limited number of medications to treat oral infections and/or alleviate pain, so that the patient is assured immediate access to antibiotics and over the counter pain relief when

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necessary.

• Service Initiation
Patients are typically referred to ASA's Dental Clinic from AIDS Services Organizations, social service providers, David Powell Health Center at CommUnityCare (DPC), private medical practices, or local emergency rooms. In addition, clients self-refer to the Dental Clinic. The Patient Services Specialist, Eligibility and Intake Specialist, or Patient Navigator performs an initial screening either in-person or by telephone to determine eligibility for services. (See Client Eligibility for a complete description of the eligibility process.) After confirming eligibility, the Patient Services Specialist, Eligibility and Intake Specialist, or Patient Navigator schedules an intake visit appointment and gives patients a reminder call two business days before their appointment. The patient is reminded to bring necessary paperwork with them to the appointment and to arrive 45 minutes early to complete the paperwork.

• First Intake Appointment (IT1)
At the first appointment, patients meet with the Eligibility and Intake Specialist or Patient Navigator and are given HIPAA and privacy and patient rights policies. Patients are required to complete medical/dental history forms, provide information on income, and sign various consents (for treatment, follow-up contact, and for ARIES information release) and primary care provider releases (for lab results and current medication list), as well as MAGI or mock MAGI, CAP and other financial qualifying forms. If the patient presents with dental pain and/or an emergent need, the patient is seen by a Dentist during this visit to asses and immediately treat their pain or emergent condition. If the patient presents without dental pain or emergent condition, the patient may be seen for simple routine care if time allows. However, most are scheduled to return to the Dental Clinic for their second intake appointment.

• Second Intake Appointment (IT2) Develop Patient Treatment Plan
Prior to the second intake appointment, the patient's electronic dental chart is prepared. During this visit, a comprehensive set of digital x-rays is taken by a Registered Dental Assistant. The Dentist reviews the patient's digital x-ray images, closely interviews patients with regard to their medical and dental history, and conducts a comprehensive head, neck and oral examination. Usually the patient is presented with one or more treatment plan options by the dentist which are documented in the patient's chart. The individualized treatment plan may include, but is not limited to, restorative treatment through fillings, and crowns; extractions; non-surgical periodontal therapy or routine prophylaxes; and/or referral to specialty care for multiple tooth removal or endodontic treatment. Restoring function often results in dentures (full or partial). Treatment can begin as early as the second visit and may take six or more visits to complete, spanning an eight or nine month period.

• Implement Patient Treatment Plan
At the end of the second intake visit, new patients are scheduled to return for their first treatment visit as noted in their treatment plan. At the end of subsequent visits, an appointment for the next step in the treatment plan is scheduled. For those being referred to a specialty care provider, a referral form is used to documents the problem area(s) using a tooth chart and records any additional information that is necessary for care of the patient being referred. The Dentist signs the referral form and copies are made and given to the patient. The phone number and directions are provided to the patient so that they may make the appointment at their convenience. Most patients prefer to make this specialty appointment themselves so they can coordinate transportation. Upon request, the Patient Services Specialist makes the appointment on behalf of the patient.

• Provide Ongoing Routine Care
At subsequent visits and annually, at a minimum, patients are asked to renew any expired permissions, update contact and income information, and report any changes in health status or medications which may impact provision of oral health care. To ensure ongoing care, patients schedule their next appointment at the end of their current visit, as needed to complete their treatment plan. One week prior to each appointment, an electronic reminder system makes calls and/or sends email reminders to patients who have consented to receive automated reminders. Staff also place reminder calls to patients two business days prior to their appointment and again one day prior if the patient has not confirmed the appointment through one of the other reminder attempts. Patients who fail to show for an appointment or cancel with very short notice are notified that further failed appointments may result in suspension of clinic privileges for non-emergency dental treatment. These patients are flagged for assistance by the Patient Navigator who links patients into Medical Case Management when appropriate. If a patient is not currently case-managed at ASA or another ASO and is identified as being in need of this service, the Patient Navigator refers them into the medical case management program in the county in which the patient resides, as appropriate.

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• Maintain Patient Records and Files
Two days prior to a patient's scheduled visit, staff pulls and reviews the patient's chart. Expired paperwork is noted and new blank forms are inserted in the chart. Out of date eligibility documents are updated when the patient arrives for their scheduled appointment. The Eligibility and Intake Specialist offers patients assistance with completing the required documents. Assistance is always available for patients with vision, literacy, comprehension, and/or language issues. The Eligibility and Intake Specialist, Patient Navigator, or Patient Services Specialist completes the paperwork using an interview style approach to obtain the information needed to complete the documents. After completion, documents are put in the patient's chart and sent to the data entry specialist. Any patient consent forms completed in the operatory (e.g., consents for surgical extractions or biopsies) are scanned into patient's electronic dental record during the patient appointment.

• Review Documentation for Quality Assurance and Alter Program as Needed
The Systems and Facilities Administrator runs quarterly missing data element reports using ARIES to determine patients who may have received a service but whose data file is incomplete. Dental clinic direct service staff comprised of the Patient Services Specialist and Eligibility and Intake Specialist review the list along with the Dental Practice Manager to determine a timeline to complete a quality assurance review of the files/charts in question. Missing eligibility documents are obtained directly from patients. The date they are obtained is noted in the patient's chart. Patients who were found to have been provided a service with ineligible qualifications for Ryan White funding have their units charged to a private funder.

Frequency of these service activities

ASA's Dental Clinic is open Monday – Thursday from 8:00 am to 5:00 pm and Friday from 8:00 am to noon. Patients are treated at a frequency consistent with their treatment plan. This includes a minimum of two cleanings annually. Emergency care is also provided as needed and practicable.

Location(s) of these service activities

ASA's Dental Clinic is located at 711 W. 38th St., Bldg E-4, Austin, TX 78705. The Dental Clinic can be accessed by Capital Metro bus routes 3, 9, and 803.

Staffing

The Chief Programs Officer has responsibility for overall program direction and supervises the Director of Dental Services. The Director of Dental Services supervises the Dental Practice Manager, Lead Dentist and Patient Navigator. Staff Dentists, Dental Hygienists and Dental Assistants report to the Lead Dentist. Data Entry Specialists, Eligibility and Intake Specialists, and Patient Services Specialist all report to the Dental Practice Manager.

The Chief Executive Officer is the primary contact with Austin Public Health (APH) & HRAU, and has final authority in negotiating and approving contracts. The Chief Programs Officer interacts with HRAU on matters relating to programs and is authorized to enter into negotiations with APH regarding program issues, grant reporting, and performance measures. The Chief Financial Officer interfaces with HRAU on grant billings. The Grants Director ensures contract compliance.

The Dental Clinic staff is comprised of both males and females and has staff that is bilingual in English and Spanish. The staff positions' information is provided below:

Chief Programs Officer - Responsible for overall strategic direction and implementation of agency departmental programs and services. Ultimately has responsibility for the success of agency programs, adherence to all legal and regulatory compliance, and the successful integration and delivery of services.

Director of Dental Services - Oversees operations of Jack Sansing Dental Clinic including daily operations, scheduling, contract compliance, federal, state and local laws and regulations related to operations; HIPAA,OSHA, Privacy Compliance; data management and quality, and clinical care.

Dental Practice Manager - Supervises eligibility & intake staff and processes, front desk operations, data entry staff and 3rd party insurance billing. 0%; supported by private funds.

Lead Dentist - Provides direct patient care to include routine exam, restorative care, simple endodontics, simple oral surgery and prosthodontics. Supervises Clinical Team. Works with the Director to develop clinical policy and staff procedure for the

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Dental Clinic. Leads clinical quality assurance activities.

Staff Dentist - Provides direct patient care to include routine exam, restorative care, simple endodontics, simple oral surgery and prosthodontics. Participates in ongoing quality assurance activities. (Note: two additional Staff Dentist positions that also support this program, but both are privately funded).

Dental Hygienist - Provides direct patient care to include scaling and root planning, routine prophylaxis and patient education. Participates in ongoing quality assurance activities.

Dental Hygienist - Provides direct patient care to include scaling and root planning, routine prophylaxis and patient education. Participates in ongoing quality assurance activities. 0%; supported by private funds.

Lead Dental Assistant - Provides dental assistance to staff dentists. Responsible for cleaning and maintaining all operatories, instruments, and equipment. Works with various suppliers to order, purchase, and maintain dental supply stock. Participates in ongoing quality assurance activities.

Dental Assistant - Provides dental laboratory support maintains instruments and equipment, sanitizes, and equipment supplies in all operatories. Monitors dental supply stock and reports deficits. Participates in ongoing quality assurance activities.

Patient Services Specialist - Coordinates daily Clinic operations. Schedules patient appointments, check patients in/out of the facility, receives payments, reconciles accounts and places reminder calls to patients. Makes referrals to other providers as indicated. Files dental insurance claims. Maintains security of patient records, correspondence and facility. Participates in ongoing quality assurance activities.

Eligibility and Intake Specialist - Performs eligibility and intake, makes referrals and provides information, performs quality assurance activities.

ASA uses subcontractors to provide services and goods not able to be provided at the Dental Clinic itself.

- Seretti Dental Laboratory; Subcontractor Laboratory; Fabricates removable prosthetic appliances
- Stern – Empire Dental Laboratory; Subcontractor Laboratory; Fabricates fixed crowns
- Central Texas Oral Surgery Associates; Subcontractor Oral Surgeons; Performs difficult tooth extractions often with sedation for patients as indicated by referral.
- Austin Oral & Maxillofacial Surgery Associates; Subcontractor Oral Surgeons; Performs difficult tooth extractions often with sedation for patients as indicated by referral.
- Capital Oral & Maxillofacial Surgery; Subcontractor Oral Surgeons; Performs difficult tooth extractions often with sedation for patients as indicated by referral.
- Austin Endodontics; Subcontractor Endodontists; Performs root canal treatment for patients as indicated by referral.

Quality Management

Use of Output and Outcome Data

Using monthly data, ASA tracks progress on the total number of unduplicated clients served, units of service delivered, and achievement of outcome goals through the reporting feature of the Provide Enterprise® ® electronic client database. On a monthly and quarterly basis, supervisors analyze the data to determine if outputs and outcomes, respectively, are within a 10 percent variance of the elapsed period of the grant cycle. If a variance occurs, supervisors determine reasons that program goals are above or below desired performance and develop plans to address the situation including staff training, supervision, and monitoring staff adherence to the standards of care for the service category. In Oral Health Care, variances are often due to the timing of treatment plans and the grant reporting cycle. Supervisors also note trends in performance measures with emphasis on clients who do not meet outcome goals and develop appropriate quality management activities or document the reasons for such exceptions. Provide Enterprise® ® reports give aggregate data at the agency level that documents client trends in service utilization for use in planning for service delivery.

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Supervisors use reports from the ARIES client database to validate data on performance measures such as number of unduplicated clients served and units of service provided. With the client's signed permission to share client information in ARIES, supervisors use ARIES reports to facilitate getting complete data on services accessed by clients, to document successful linkages to primary medical care and other HIV provider services, and to compare, if needed, client service utilization data in order to avoid duplication of services. ARIES also provides aggregate data at the community level that documents client trends in service utilization for use in planning for service delivery.

Supervisors use the service-specific client satisfaction survey to obtain data using client input on satisfaction with services provided. Supervisors review survey results including qualitative data at program area, Leadership Team, Quality Management Guidance Team, and the Program and Services Committee meetings. With input from these various teams, supervisors use suggestions from the survey to identify problems and/or concerns and implement quality improvement activities including service delivery changes when possible.

Quality Management Guidance Team
The overall responsibility and leadership for ASA's Quality Management (QM) program lies with Chief Programs Officer, who authorizes the Quality Management Guidance Team (QMGT) to plan, assess, measure, and implement performance improvements throughout the entire agency, while providing the necessary resources and support to fulfill these functions.

The membership of the QMGT reflects the diverse service areas within ASA. The agency's quality team is comprised of the Chief Programs Officer, Board of Directors members, and other members of ASA staff, ranging from upper management to direct service staff. Other ASA staff members, such as Program Supervisors and Coordinators, Case Managers, and Prevention Specialists are involved, as appropriately indicated. The QMGT meets every other month. Additional meetings may be called, as needed. Minutes of meetings are distributed directly to each member of the committee and to all necessary internal and external stakeholders. A written summary is routinely made available to staff.

The Quality Management Plan
The Quality Management Plan seeks to improve service performance through collecting and evaluating data, identifying service problems based on the collected data, using quality improvement processes to address service delivery issues, and following up to ensure improvements are sustained. The agency plan is designed annually with target goals and service specific quality improvement activities. It calls for a review of service performance measures, an analysis of this data, and recommendations for service improvements. The plan indicates that the team will oversee an annual update and revision of program policies and procedures. At the end of each year, the plan is evaluated to determine the achievement of goals and the service specific activities and to make recommendations for further follow-up.

The following sections describe other components in the Quality Management Plan:

Activities to Collect Data
The Chief Programs Officer and the Director of Dental Services collect data on the program's performance in achieving service goals and meeting standards of care through results from the following sources: outcome and output measures, the agency client satisfaction survey, clinical chart audits, the client suggestion box, client/staff feedback, and client grievances.

Supervisors review performance measures quarterly and report measures not meeting contract objectives to the QMGT, along with suggestions on planned action steps.

Client satisfaction surveys are an important way to identify quality issues. The agency distributes the standardized survey, after approval by the HRAU, at the Food Bank and Dental Clinic sites to collect data on all Ryan White Service Categories offered at ASA. Trained social work interns and volunteers administer the survey during a selected two week period. The survey data is tabulated by HRAU.

Specific to Oral Health Care, the Lead Dentist and Director of Dental Services review a minimum of 120 patient files annually, to evaluate pertinent clinical activities, completeness of treatment note documentation and compliance with the five standards of care for Oral Health Care services. The Lead Dentist and/or Director of Dental Services may choose to conduct additional chart audits on patient's files where specific clinic providers, (dentists/dental hygienists), were identified with deficiencies during the initial chart audit for the quarter. Any deficiencies in service delivery or lack of compliance with the standards of

care require a plan of correction along with an implementation timeline. The Lead Dentist and Director of Dental Services works with clinical staff to develop plans of correction for improvement based on the results of file audits. Staff works to implement changes immediately upon notification of necessary improvements. The Lead Dentist and Director of Dental Services meet with clinic staff to ensure continuous improvements regularly.

Client input from registered grievances is documented by program supervisors and reviewed at department staff meetings. Supervisors adhere to the agency's policy on client/patient grievances, which includes review by the Executive Director and/or the Board of Directors, if necessary.

Evaluation of Performance and Assuring Delivery of Quality Services
As data and input are received and problems are identified, the QMGT evaluate concerns and suggestions in order to assure the delivery of quality services.

The QMGT analyzes the output/outcome data and makes recommendations for improvement to program supervisors. When quality improvement activities around performance measures are designed and completed, the results are then sent to the team and reported in the annual evaluation of the Quality Management Plan.

Supervisors evaluate survey results to identify trends for improvements and advocate for unmet client need. Supervisors are careful to note any client feedback related to the cultural appropriateness of service delivery especially with respect to policies and procedures and case manager interventions. To guide decisions about quality improvement activities, survey results are discussed at the program level in department/program meetings and at QMGT meetings. The Programs and Services Committee of the Board of Directors also reviews survey results and gives guidance when appropriate.

Program supervisors utilize grievance input obtained from clients and managers at the different grievance levels to make appropriate service changes, when feasible.

Suggested actions taken based on this data could include staff development training in an identified area, development of organization tracking tools, identification of a different site for service delivery, additional interventions to reduce barriers, or design of client/patient forms to better capture data and service performance measures.

Identification of Quality Improvement Activities
At the beginning of the year, supervisors and the QMGT identify specific service quality improvement activities based on staff and client feedback and on data already mentioned. Activities are written using SMART objectives in that they are specific, measureable, attainable, relevant and time-bound.

For Oral Health Care, the Annual Quality Assurance Chart Audit Plan is the primary source of identification for clinical quality improvement activities within Oral Health Care services. In order to evaluate data on a timelier basis, the audits are performed on a monthly basis, with a minimum of ten charts being reviewed monthly. A random sample is drawn reflecting each clinical provider (dentist or hygienist) proportionate to his/her hourly contribution to the total clinical full time equivalency rate, using the Provide Enterprise® ® database. Each individual record is reviewed for activity/documentation by any of the providers during the three months preceding the date of the audit.

Annually, the Director of Dental Services and the Lead Dentist determine key clinical indicators, which measure effective oral health treatment and care for patients. The clinical indicators of quality care and service provision currently used are: the review and documentation of patient treatment plans; evidence of recorded patient vital signs; hard and soft tissue exams; initial and annual periodontal charting and diagnosis; patient progress with oral hygiene (including provision of oral hygiene instruction); and, appropriate, dated documentation of treatment services in the progress notes and treatment plan. ASA's Director of Dental Services and Lead Dentist will review and update these as appropriate annually.

Addressing Identified Problems
Once a problem or an area that needs further assessment is identified, the team uses, when appropriate, the Plan-Do-Study-Act cycle (PDSA), a four-step model for carrying out change. This process is used in identified quality improvement activities as detailed in the annual Quality Management Plan. The components are as follows:
1. Plan by recognizing an opportunity and planning a change.

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2. Do by testing the change and carrying out a small-scale study.
3. Study by reviewing the test, analyzing the results/data and identifying what has been learned.
4. Act by taking action based on what you learned as a result of data analysis in the study step.
If the change does not work, the cycle is repeated again with a different plan.

To address patient chart audit results, the Lead Dentist and Director of Dental Services implement a plan of correction when deficiencies in delivering services or lack of compliance to standards/clinical indicators that have been identified.

Follow-up
The Director of Dental Services and the Lead Dentist follow up to ensure the effectiveness of improvement activities and the maintenance of improvement results. On identified quality improvement activities, the Director of Dental Services and the Lead Dentist follow up on a quarterly basis to ensure that these activities have been effective in resolving the problem, that no new problems have developed, and that there is sustained improvement in identified areas.

For file review results, supervisors work with staff to develop plans of correction within 15 working days of the file review. Staff has ten working days to implement corrections. At the next file review supervisors monitor the maintenance of the previous quarter's improvements to ensure problems do not reoccur.

Monitoring and standardized tools
Tools used in monitoring and standardization include the file/chart audit review tool and Provide Enterprise® reports with features to track reporting of performance measures, completion of assessments, service plans, as well as a feature to describe content of progress notes for easy tracking. The annual client satisfaction survey is a standardized tool that the Ryan White Quality Management workgroup evaluates and standardizes across HIV service providers.

Assurance of Compliance with Austin TGA Standards of Care

• Qualifications: Dentists, Hygienists and Dental Assistants are licensed and/or registered with the Texas State Board of Dental Examiners. Proof of professional licensure of all clinicians is maintained in two locations: at ASA's main office in the secure personnel files of each employee and at the Dental Clinic facility. Original licenses and certifications are posted in plain view on a bulletin board at the Dental Clinic, as required by licensing and credentialing authorities. Clinical providers are charged with providing proof of current licensure and registration annually, or as certifications are renewed, and forwarding such documentation to ASA's Human Resources (HR) department. State licensing authorities such as the Texas State Board of Dental Examiners (TSBDE) and the Drug Enforcement Agency (DEA) provide online database access to check and print current licensure and certifications. Clinical providers may provide a copy of their most recent license/certification or access one of the databases and forward a copy of the database results to HR.

• Experience: As evidenced in Table 3, Dental Clinic Staff are knowledgeable in the area of HIV/AIDS dental practice. Continuing education to maintain the most current information is ongoing on a yearly basis. Documentation of qualifications and continuing education are maintained in the secure personnel file of each employee.

• Confidentiality: All Dental Clinic staff sign confidentiality agreements upon hire. Documentation of confidentiality agreements are maintained in the secure personnel file of each employee

• Universal Precautions: Adherence to Universal Precautions is assured through annual OSHA training. Staff are vaccinated for HBV and tested for TB once per year. Records of training, testing and vaccination are maintained by ASA's Human Resources Department.

• Client Eligibility for Oral Health Services: Required Eligibility Documentation is collected upon intake and every six months thereafter. Records are maintained in both a hard copy chart and in ASA's Provide Enterprise® database. Periodic internal monitoring is performed to ensure that documentation is present and correct.

Dental Clinic staff have been trained to perform and document the following clinical requirements outlined in the Austin TGA Standards of care continuum of care for Oral Health:

Program Work Statement By Service Category

Period Start Date 1/1/2018 ***Period End Date*** 12/31/2018

HIV Service Category *CS-Oral Health*

• Dental and Medical history: A complete medical and dental history is collected for each patient at intake and reviewed/updated at all subsequent appointments. Dentists review the patients' medical/dental histories for chief complaint, baseline CBC values, current CD4 and viral load results, TB screening, current medications, HIV related illness, chronic illness, allergies and drug sensitivities, sexually transmitted infection, Hepatitis A, B and C status, alcohol use, drug use, tobacco use, and any other health information which may impact provision of dental care. Compliance for this measure is tracked per appointment on the Superbill and recorded in Provide Enterprise® for reporting purposes. Monthly chart audits are also used to monitor compliance.

• Limited Physical Examination: Patients receive a limited physical examination at each dental visit, as prescribed by the Texas State Board of Dental Examiners rules. This includes obtaining and recording both a blood pressure and heart rate. If vital signs cannot be obtained, the attempt and the reason for the inability to obtain the vital signs are recorded in the patient's chart. Monthly chart audits are used to monitor compliance for this measure.

• Oral Examination: Patients receive an initial comprehensive oral evaluation and a periodic oral evaluation at least once per year thereafter. These examinations include bitewing x-rays and a panoramic x-ray when indicated. In addition, the examination includes a complete intra and extra oral examination, dental charting, an oral cancer examination, diagnosis of caries and diagnosis of other pathological conditions. Based on the findings of the examination a treatment plan is developed and presented to the patient. Compliance for this measure is tracked by verification of the treatment plan in monthly chart audits as well as through performance for the outcome measure related to the establishment of a treatment plan.

• Dental Treatment Plan: As outlined above, a comprehensive treatment plan is developed for and presented to each patient after completion of the comprehensive or periodic oral examination. The plan includes treatment options for preventive care, maintenance and elimination of oral pathology. Each patient receives a new or updated treatment plan at least once per year. Compliance for this measure is tracked on the Superbill and recorded in Provide Enterprise® for reporting purposes. Monthly chart audits are also used to monitor compliance.

• Phase I Treatment Plan: A Phase I Treatment Plan is included in each comprehensive or periodic plan that is formulated and presented. Phase I treatment plans typically include treatment needed to stabilize the patient's oral health condition. This includes treatment of acute needs, elimination of infection and elimination of pain. ASA's goal is to complete Phase I treatment within one year of the date the plan is established. Completion is tracked on the Superbill and recorded in Provide Enterprise® for reporting purposes.

• Periodontal Screening/Examination: In conjunction with the annual examination, each patient receives a periodontal screening and examination which includes charting of periodontal conditions, probing to assess levels of attached gingiva and the presence of bleeding and/or purulence, an evaluation of tooth mobility and radiographic evaluation of the bone which supports the periodontium. Compliance for this measure is tracked on the Superbill and recorded in Provide Enterprise® for reporting purposes. Monthly chart audits are also used to monitor compliance.

• Oral Health Education: It is ASA's goal to provide oral health education to each patient at dental hygiene visit and every routine examination. This should be documented at a minimum of once per year. Education includes personalized oral hygiene instruction as well as education regarding dental conditions and treatment modalities. Tobacco cessation counseling and nutritional counseling are also provided when indicated. Compliance for this measure is tracked on the Superbill and recorded in Provide Enterprise® for reporting purposes. Monthly chart audits are also used to monitor compliance.

• Referrals: Dental Clinic staff are trained to document both the initiation and the outcome of all referrals to outside providers. This documentation is maintained in the patient's electronic dental record. Monthly chart audits are used to monitor compliance for this measure.
• Documentation: Documentation of eligibility for each patient is maintained in hard copy and in Provide Enterprise®. All clinical documentation is maintained in the patient's electronic dental record. Compliance is tracked by various means to include monthly chart audits and quarterly reporting by the Systems and Facilities Administrator.

Compliance with Ryan White Part A Program Monitoring Standards

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Program Work Statement By Service Category

Period Start Date 1/1/2018 ***Period End Date*** 12/31/2018

HIV Service Category *CS-Oral Health*

i. Maintain a dental chart for each client that is signed by the licensed provider and includes a treatment plan, services provided, and any referrals made

During the initial intake appointment (IT1) the patient fills out all of the necessary paperwork. That paperwork becomes a permanent part of the hard copy of the patients' chart. During the second intake appointment (IT2) x-rays are taken and a treatment plan is developed. These are included in that patient's digital chart. After each treatment appointment, the provider makes a note in the patient chart, digitally signs that note, completes treatment on the treatment plan, and uses the Dental Clinic diagnostic code form called the "superbill" to make the Patient Services Specialist aware of the treatment that was completed during that appointment. Entries are made to both the scheduling system and Provide Enterprise® database using the superbill form.

If the patient is in need of specialty care by way of referral, the Dentist fills out the necessary paperwork and the Patient Services Specialist faxes that paperwork to the subcontractor/dental specialist indicated. Referrals are tracked primarily through Provide Enterprise® as well as in the patient chart. After the patient attends the appointment with the dental specialist, the Dental Clinic receives a bill that serves as an indicator that the patient did, in fact, follow through with the treatment for which they were referred.

Annually, the Lead Dentist and Director of Dental Services audit 120 unduplicated patient records from patients receiving treatment through the Dental Clinic. In order to evaluate data on a more timely/ongoing basis, the audits are divided into monthly audits of a minimum of ten patient records per review. A random sample is drawn reflecting each clinical provider (dentist or hygienist) proportionate to his/her hourly contribution to total clinical FTEs. Using clinical indicators developed annually by the Director of Dental Services and Lead Dentist, quality assurance issues and trends are documented and then findings and plans of correction are reviewed with the Dental Clinic staff. Retraining or additional training is identified and conducted with staff as appropriate. The chart audits aid clinicians with several areas of quality control and ensure continuous quality dental services are provided. Quality Management Clinical Indicators, the chart audit review tool and related procedures/processes are evaluated continuously by the Director of Dental Services, Lead Dentist, and the Chief Programs Officer. Processes may be modified including forms, frequency of chart reviews, the review period, and clinical indicators. Additional charts may also be selected for review as indicated by this ongoing program evaluation.

ii. Maintain, and provide to grantee on request, copies of professional licensure and certification

Proof of professional licensure of all clinicians is maintained in two locations: at ASA's main office in the secure personnel files of each employee and at the Dental Clinic facility. Original licenses and certifications are posted in plain view on a bulletin board at the Clinic, as required by licensing and credentialing authorities. Clinical providers are charged with providing proof of current licensure and registration annually, or as certifications are renewed, and forwarding such documentation to ASA's Human Resources (HR) department. State licensing authorities such as the Texas State Board of Dental Examiners (TSBDE) and the Drug Enforcement Agency (DEA) provide online database access to check and print current licensure and certifications. Clinical providers may provide a copy of their most recent license/certification or access one of the databases and forward a copy of the database results to HR.

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

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Program Performance for HIV Service Category

Period Performance Start 1/1/2018 ***Period Performance End*** 12/31/2018

Outputs

HIV Service Category ***CS-Oral Health***

		Period Goal		
	Output Measure Description	***Initial/Previous***	***Adjusted***	***Target***
	How Data Is Compiled			
OP1	AIDS Services of Austin will provide 489 Units of Oral Health care services. One unit of service = One visit a) 285 units of routine treatment service provided. b) 194 units of prophylaxis treatment service provided. c) 10 units of specialty care treatment service provided. Using the Provide® Enterprise data reporting feature and ARIES the Senior Program Analyst will generate reports to determine the number of services provided each month.	334	155	**489**
OP2	AIDS Services of Austin will provide Oral Health Care services for 280 patients (Clients). Of this goal, the projected numbers of New and Continuing patients are: a) 225 continuing patients will be served. b) 55 new patients will be served. Using the Provide® Enterprise data reporting feature and ARIES the Senior Program Analyst will generate reports to determine the number of clients served each month.	83	197	**280**

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Program Performance for HIV Service Category

Period Performance Start 1/1/2018 ***Period Performance End*** 12/31/2018

Outcomes

HIV Service Category ***CS-Oral Health***

	Outcome Measure Description / ***What Data Is Collected*** / ***How Data Is Compiled*** / ***When Data Is Evaluated***	***Period Goal*** ***Numerator***	***Denominator***	***Target Percent***
OC1	Percentage of HIV-infected oral health patients who had a dental and medical health history (initial or updated) at least once in the measurement year (Outcome target = 95%) Numerator = Number of HIV infected oral health patients who had a dental and medical health history (initial or updated) at least once in the measurement year Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year Patient Exclusions: 1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year 2. Patients who were <12 months old. Dental and Medical history (initial or updated), clinical oral evaluation, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit. Patient receipt of dental and medical history (initial or updated), clinical oral evaluation, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit. Results will be entered into the Dentrix and Provide® databases by the office staff. Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine: a) the unduplicated clients that received a dental and medical history (initial or updated) during the reporting period, b) the unduplicated clients that received a clinical oral evaluation during the reporting period, and c) the unduplicated clients that received an evaluation or treatment for a dental emergency only, during the reporting period. Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients who were less than 12 months old. All results of all four reports will be used to determine the number of patients to achieve the outcome. The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months. The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.	266	280	95.00

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Data on service delivery is collected and evaluated at each patient visit.

OC2	Percentage of HIV-infected oral health patients who had a dental treatment plan developed and/or updated at least once in the measurement year (Outcome target = 90%) Numerator = Number of HIV infected oral health patients who had a dental treatment plan developed and/or updated at least once in the measurement year Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year. Patient Exclusions: 1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year 2. Patients who were <12 months old. Dental Treatment plan developed or updated, clinical oral evaluation, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit. Patient receipt of the development or update of a dental treatment plan, clinical oral evaluation, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit. Results will be entered into the Dentrix and Provide® databases by the office staff. Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine: a) the unduplicated clients that had a dental treatment plan developed or updated during the reporting period, b) the unduplicated clients that received a clinical oral evaluation during the reporting period, and c) the unduplicated clients that received an evaluation or treatment for a dental emergency only during the reporting period. Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients who were less than 12 months old. All results of all four reports will be used to determine the number of patients to achieve the outcome. The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months. The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.	252	280	90.00

Data on service delivery is collected and evaluated at each patient visit.

OC3	Percentage of HIV-infected oral health patients who received oral health education at least once in the measurement year (Outcome target = 95%) Numerator = Number of HIV infected oral health patients who received oral health education at least once in the measurement	266	280	95.00

year
Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year

Patient Exclusions:
1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year
2. Patients who were <12 months old.

Oral Health Education data will be documented in the patient chart by the Dental Hygienist at each patient visit. Clinical oral evaluation, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Patient receipt of Oral Health Education will be noted by the Dental Hygienist and documented on the record of procedures provided at each patient visit. Clinical oral evaluation, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit. Results will be entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:

a) the unduplicated clients that received oral health education during the reporting period,
b) the unduplicated clients that received a clinical oral evaluation during the reporting period, and
c) the unduplicated clients that received an evaluation or treatment for a dental emergency only during the reporting period.

Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients who were less than 12 months old. All results of all four reports will be used to determine the number of patients to achieve the outcome. The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

Data on service delivery is collected and evaluated at each patient visit.

OC4	Percentage of HIV-infected oral health patients who had a periodontal screen or examination at least once in the measurement year (Outcome target = 80%)	224	280	80.00

Numerator = Number of HIV infected oral health patients who had a periodontal screen or examination at least once in the measurement year

Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year

Patient Exclusions:
1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year

2. Edentulous patients (complete)
3. Patients who were <13 years

Periodontal Screening or examination data will be documented in the patient chart by the Dental Hygienist at each patient visit. Clinical oral evaluation, patient edentulism (complete), and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Patient receipt of Periodontal screening or examination will be noted by the Dental Hygienist and documented on the record of procedures provided at each patient visit. Clinical oral evaluation, patient edentulism, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit.

Results will be entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:
a) the unduplicated clients that received periodontal screening or examination during the reporting period,
b) the unduplicated clients that received a clinical oral evaluation during the reporting period,
c) the unduplicated clients that received an evaluation or treatment for a dental emergency only during the reporting period, and
d) the unduplicated clients that are edentulous (complete) during the reporting period.

Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients aged 13 years or older. All results of all five reports will be used to determine the number of patients to achieve the outcome. The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

Data on service delivery is collected and evaluated at each patient visit.

OC5	Percentage of HIV-infected oral health patients with a Phase 1 treatment plan that is completed within 12 months of establishing a treatment plan (Outcome target = 80%)	224	280	80.00

Numerator = Number of HIV infected oral health patients that completed a Phase 1 treatment within 12 months of establishing a treatment plan

Denominator = Number of HIV infected oral health patients with a Phase 1 treatment plan in the year prior to the measurement year

Patient Exclusions:
1) Patients who had only an evaluation or treatment for a dental emergency in the year prior to the measurement year

Phase 1 treatment completion data, treatment plan established, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Completion of Phase I treatment, treatment plan established and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit.

Results will be entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:
a) the unduplicated clients completed a Phase 1 treatment plan within 12 months of establishing a treatment plan during the reporting period, and
b) the unduplicated clients with a Phase 1 treatment plan in the year prior to the measurement year, and
c) the unduplicated clients that received an evaluation or treatment for a dental emergency only during the year prior to the measurement year.

All results of all three reports will be used to determine the number of patients to achieve the outcome.

The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

Data on service delivery is collected and evaluated at each patient visit.

Program Budget for HIV - Direct Services

Program Start Date 1/1/2018 Program End Date 12/31/2018

Service Category	*Personnel*	*Fringe*	*Travel*	*Equipment*	*Supplies*	*Contractuals*	*Other*	*Subtotal*
CS-Oral Health	89,354.00	21,375.00	700.00	0.00	4,950.00	0.00	37,119.00	**153,498.00**
SS-Referral for Health Care-Supportive Svcs	5,855.00	0.00	0.00	0.00	0.00	0.00	0.00	**5,855.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Subtotal	**95,209.00**	**21,375.00**	**700.00**	**0.00**	**4,950.00**	**0.00**	**37,119.00**	**159,353.00**

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Program Budget for HIV - Administrative Services

Program Start Date 1/1/2018 Program End Date 12/31/2018

Service Category	*Personnel*	*Fringe*	*Travel*	*Equipment*	*Supplies*	*Contractuals*	*Other*	*Subtotal*
CS-Oral Health	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
SS-Referral for Health Care-Supportive Svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Subtotal	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

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Program Budget for HIV - Combined Services and Narrative

Program Start Date 1/1/2018 Program End Date 12/31/2018

Service Category	*Personnel*	*Fringe*	*Travel*	*Equipment*	*Supplies*	*Contractuals*	*Other*	*Subtotal*
CS-Oral Health	89,354.00	21,375.00	700.00	0.00	4,950.00	0.00	37,119.00	**153,498.00**
SS-Referral for Health Care-Supportive Svcs	5,855.00	0.00	0.00	0.00	0.00	0.00	0.00	**5,855.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Subtotal	**95,209.00**	**21,375.00**	**700.00**	**0.00**	**4,950.00**	**0.00**	**37,119.00**	**159,353.00**

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Program Budget for HIV - Combined Services and Narrative

Service Category	*Budget Narrative*
CS-Oral Health	PERSONNEL COSTS: Salaries & Fringe Benefits for Lead Dental Assistant, Dentist, Dental Assistant, Lead Dentist, Hygienist, Eligibility & Intake Specialist, and Dental Services Director. TRAVEL: Dental Program budget for staff travel and training split proportionately by eligible funding source and/or FTEs, as applicable. SUPPLIES: Supply Expenses are allocated per FTE or as allocated per funding source including: Dental Medications, Dental Supplies, Education Supplies, Medical Supplies, Office Expense, Office Supplies, and Infection Control. OTHER: Expenses are allocated per FTE or as allocated per funding source, including: Computer Service (Eaglesoft/Vintage), Contract Services (Other), Dental Lab Services, Dues & Memberships, Infection Control, Insurance - Malpractice, Licenses & Permits, Payroll Expense (Not S&W), Rent, Utilities, Telephone, and Uniforms.
SS-Referral for Health Care-Supportive Svcs	Salary costs for one position (Patient Services Specialist) are budgeted in Support - Referral, per HRSA instruction

Created: 8/2/2018 10:15:00 PM *Last Modified:* 8/24/2018 8:02:00 AM

FEDERAL AWARD IDENTIFICATION

1. **Subrecipient Name:** AIDS Services of Austin, Inc.
2. **Subrecipient's DUNS Number:** 782220941
3. **Federal Award Identification Number:** 6 H76HA00127-27-03
4. **Federal Award Date (*date the Federal Award is signed by Federal awarding agency official*):** 7/19/2018
5. **Subaward Period of Performance Start and End Date:**

   Start Date 1/1/2018
   End Date 12/31/2018
6. **Amount of Federal Funds Obligated to (or Contracted for) by this action by the pass-through entity to the Subrecipient:** -$4,007
7. **Total Amount of Federal Funds Obligated (or Contracted for) to the Subrecipient by the pass-through entity, including the current obligation:** $325,064
8. **Total Amount of Federal Award awarded to the pass-through entity:** $845,499
9. **Federal Award Project Description (*please provide a brief, but concise, description of the purpose and intended outcomes of the subaward*):**

   This grant program provides core medical and support services for eligible clients living with HIV in the grant service area.
10. **Name of Federal Awarding Agency, Pass Through Entity, and contact information for Awarding Official:**

    Federal Awarding Agency: U.S. Dept. of Health and Human Services, Health Resources and Services Administration
    Pass Through Entity: Austin Public Health, City of Austin
    Awarding Official Contact Information: Stephanie Hayden Department Director (512) 972-5010, stephanie.hayden@austintexas.gov
11. **CFDA Number and Name:** Ryan White Part C HIV Early Intervention Services Program CDFA #93.918
12. **Is award for Research & Development?** No
13. **Indirect Cost Rate for the Federal Award:** Not Applicable

Amendment No. 2
to
Agreement No. NG170000026
for
Social Services
between
AIDS SERVICES OF AUSTIN, INC.
and the
CITY OF AUSTIN

1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.

2.0 The total amount for this Amendment to the Agreement is ***One Hundred Sixty Three Thousand Three Hundred Sixty dollars*** **($163,360)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Jan. 1, 2017 – Dec. 31, 2017)	n/a	$ 81,680
Amendment No. 1: Add funds to Agreement and modify Program Exhibits	$ 84,031	$ 165,711
Amendment No. 2: Exercise Extension Option #1 (Jan. 1, 2018 – Dec. 31, 2018)	$ 163,360	$ 329,071

3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1.1 -- Program Work Statement for HIV Contract is deleted in its entirety and replaced with a new **Exhibit A.1.1 -- Program Work Statement for HIV Contract** [*Revised 12/20/2017*]

Exhibit A.1.2 -- Program Work Statement By Service Category is deleted in its entirety and replaced with a new **A.1.2 -- Program Work Statement By Service Category** [*Revised 12/20/2017*]

Exhibit A.2 -- Program Performance for HIV Service Category is deleted in its entirety and replaced with **Exhibit A.2 -- Program Performance for HIV Service Category** [*Revised 12/20/2017*]

Exhibit B.1.1 -- Program Budget for HIV Direct Services deleted in its entirety and replaced with **Exhibit B.1.1 -- Program Budget for HIV Direct Services** [*Revised 12/22/2017*]

Exhibit B.1.2 -- Program Budget for HIV Administrative Services deleted in its entirety and replaced with **Exhibit B.1.2 -- Program Budget for HIV Administrative Services** [*Revised 12/22/2017*]

Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrrative deleted in its entirety and replaced with **Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrrative** *[Revised 12/22/2017]*.

Exhibit D – RW Part C Required Reports is deleted in its entirety and replaced with a new **Exhibit D – RW Part C Required Reports.** *[Revised 12/19/2017]*

4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 Agreement Amount. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 24 month term shall not exceed the amount approved by City Council, which is **$329,071 (*Three Hundred Twenty Nine Thousand and Seventy One dollars*)**, and $163,360 (*One Hundred Sixty Three Thousand Three Hundred Sixty dollars*) per remaining 12 month extension option, for a total Agreement amount of $982,511. Continuation of the Agreement beyond the initial 24 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.2.1 For the Program Period of *1/1/2018* through *12/31/2018*, the payment from the City to the Grantee shall not exceed $163,360 (*One Hundred Sixty Three Thousand Three Hundred Sixty dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: Susan Longino CPO for CED

Paul Scott, Chief Executive Officer
AIDS Services of Austin, Inc.
7215 Cameron Road
Austin, Texas 78752

Date: 5-JAN-2018

CITY OF AUSTIN

Signature:

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 01-25-2018

Program Work Statement For HIV Contract

Period Start Date 1/1/2018 ***Period End Date*** 12/31/2018

Client Access

Client Location and Identification

Referrals to the Dental Clinic come from ASA's case management programs, DPC, a number of regional AIDS Services Organizations (ASOs)/Community Based Organizations (CBOs), private HIV physicians in the area, and local emergency rooms. In addition, a number of clients self-refer. With over 20 years of patient care history, the Dental Clinic is well-known in the community and receives a number of referrals by word of mouth. Patients are quick to tell other people they know in need of dental care, of the Dental Clinic. Any client receiving an HIV positive test result provided by the ASA Prevention Department receives information about the Dental Clinic's services. In addition to these methods, patients report they often find out about ASA's services through internet search engines.

Client Barriers

Barriers that patients face include, but are not limited to, mental illness and substance abuse, memory problems and memory loss, dementia, fear, and transportation, which is most common. Transportation barriers include unreliable transportation, (expired tags and inspections, vehicles needing costly repairs, needing to borrow vehicle from family members or friends), living in areas where public transportation is not readily accessible, and/or unreliable Special Transit Services requiring lengthy drop-off and pick-up windows (1.5 – 2 hours before and after) around appointment times. When patients are identified as having barriers at the intake visit or because they are chronically missing appointments, the Patient Navigator works with willing patients one-on-one to reduce barriers to continuing dental care services. Through this individualized service, Dental Clinic staff is able to refer patients in need to ASA or an appropriate ASO. The ASO can then assist the patient to overcome barriers to care, typically through Medical Case Management. Medical Case Managers help patients to overcome barriers by:

•Providing access to transportation through bus passes/taxi vouchers or transportation in the agency's vehicle;
•Providing referrals to mental health and substance abuse treatment and counseling;
•Accompanying clients to appointments to overcome their fear of treatment; and,
•Providing access to basic needs assistance such as food bank, housing, and emergency financial assistance to stabilize their situations.

Patients may have difficulty in coordinating and prioritizing multiple health care services. Some employers refuse to allow their staff time off for dental treatment, unless it is an emergency. Other barriers include the lack of communication (home telephone); lack of childcare; and language barriers, including hearing impairment. Where possible, appointments are coordinated with other services to minimize travel and/or facilitate access to transportation.

Many people in the target population have stigma associated with their oral health care or they fear dental care and equate this care with loss, infection and/or pain. Some targeted patients lack understanding about the importance of dental treatment, especially the move into routine preventative dental care rather than emergency care. Most new patients to the Dental Clinic have not previously accessed dental care and have a limited understanding of the concept of treatment by appointment. The Dental Clinic works closely with patients and their other medical care providers to emphasize and reinforce the importance of dental care as a component of primary health care.

The Dental Clinic employs bilingual Spanish speaking staff to ensure clear communication with regard to treatment procedures and treatment outcomes for Spanish speaking patients. In order to facilitate easier communication with Spanish speaking patients, Dr. Kilkelly and Dr. Howell participated in a Conversational Spanish for Medical Professionals continuing education course from January 2014 to May 2014. Interpretation services are offered in the client's preferred language at no cost to the client if their preferred language is not Spanish or English or Spanish-speaking staff is not available. Hard of hearing and deaf interpreter services are offered to hearing-impaired patients and are retained when treating hearing-impaired patients. The Dental Clinic provides oral health education pamphlets in both English and Spanish. Several easy-to-understand oral instruction and information pamphlets using pictures for those of low English literacy have been developed to explain some of the dental services provided. Internet access enables the evaluation and download of patient education materials in a variety of languages for those patients whose first language is not English or Spanish.

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Program Work Statement For HIV Contract

Period Start Date 1/1/2018 ***Period End Date*** 12/31/2018

Service Linkage, Referral, and Collaboration

Linkage to Primary Medical Care

Dental care is essential medical care, particularly for people with HIV and AIDS. Signs of the progression of HIV disease often manifest in the mouth, and good oral health is integral to good nutrition and food assimilation. ASA's Dental Clinic is one of only three dental clinics in the State of Texas aimed at serving the unique oral health care needs of people with HIV and was the second clinic to begin operation. The Dental Clinic began in response to individuals with HIV being turned away from other dental practitioners, and to the barriers to access and unavailability of the Federally Qualified Health Center (FQHC) clinic system for patients that were eligible. (Until late 2011, Medicare and Medicaid did not cover dental care for adults in Texas). Many patients are receiving regular dental care for the first time in their lives. The Dental Clinic's close working relationship with DPC and other medical practitioners specializing in HIV care has resulted in most patients considering dental care as part of their primary medical care.

There is a long history of collaboration between DPC and ASA's Dental Clinic. Because DPC and the Dental Clinic were conceived to work in partnership and were original recipients of grants that allowed them to work as a unit, both clinics have seen much of the same patient population, and providers in both clinics have always worked together closely. In fact, both agencies continue to operate together as part of a larger core medical care collaborative funded by Ryan White Part C. At present, every new patient at the DPC receives a referral to the Dental Clinic as a part of the baseline intake visit, and any Dental Clinic patients who are not actively engaged in the care of a physician are referred the DPC for medical care. On a regular basis, patients with latent (undetected) medical conditions are referred to the DPC. The mechanism for this is usually in the form of a dentist-to-doctor phone call or encrypted email; however, referral forms are also faxed to the facility. Referrals happen both ways. New lesions or oral manifestations, once detected by a physician at the DPC are referred to the Dental Clinic for diagnosis and treatment. In some instances, a lesion requires both the dentist and physician for successful diagnosis and treatment. Many years of working together have made this process function well.

Dentists and physicians in the community refer patients with oral lesions for diagnosis and treatment. The Dental Clinic is widely recognized by a large portion of the dental and medical community as a center for excellence and specialization in regards to HIV oral medicine. The Dental Clinic founder, an expert in HIV oral pathology, is on call and available to consult in the area of HIV oral pathology including but not limited to seeing the patient at the Dental Clinic. The Dental Clinic is the recipient of national and local awards for its skill and professionalism. Awarding agencies include the American Dental Association and the Raymond Todd Civic Leadership Forum.

The Dental Clinic is the only oral health care provider in the Central Texas region available specifically for persons with HIV and AIDS so duplication of services is not a concern. To assure ongoing access to care, the Dental Clinic continues to work collaboratively with other AIDS Service Organizations (ASOs), accepting referrals from agencies offering case management and other services to persons living with HIV disease. Because it is well known to so many in the community (including those in emergency medicine, residency programs, and dentists in private practice), the Dental Clinic is the site where newly infected patients are referred for oral manifestations or for unmet dental needs. This first point of contact results in referral by Clinic staff to primary medical care and other services.

The Dental Clinic employs a system that ensures every patient (100 percent) who receives scheduled routine dental care is "in care," meaning that they are being seen regularly by a physician. During the initial intake visit (IT1), Clinic staff requires documented certification (found on a Physician's Consultation Form) from the patient's primary medical care provider. This information must be updated every six months. This measure is not meant to provide a barrier to care, but rather to ensure that the Dental Clinic has the patient's pertinent lab values and current medications, in order to provide appropriate care. Because this information is required for patients to have their dental work completed, it serves as an incentive for patients to be compliant with their medical visits. Patients who are not yet in care are not turned away from services; rather, the Dental Patient Navigator works with patients until they can be brought into care and the Physician's Consultation Medical Certification is received. Until the document is produced, patients may still receive palliative care for emergent issues until the situation is resolved.

Dental Clinic Subcontractor Referrals

The Dental Clinic makes referrals for patients needing more complex oral health care provided by dental specialists located in

private practices throughout the region, as well as for other services. See Staffing section for a list of the Dental Clinic's specialty practice subcontractors. ASA uses subcontractors on a fee-for-service basis to provide needed services that either cannot be performed on site at the Dental Clinic or are in addition to those performed on-site. The Dental Clinic uses two dental laboratories (Seretti Dental and Stern - Empire) for the off-site fabrication of partial and full dentures and crowns. An oral impression of the work required, along with a written order from the Dentist, is sent to the fabricating lab. The returned product is checked against the order for accuracy, as is the subsequent bill, prior to payment.

Referrals are made to three subcontracting oral surgery practices for patients who require surgical extractions under premedication and sedation, those with complicated extractions or impacted teeth, and those who need multiple or whole-mouth extractions that would require multiple clinic visits and an extended period of time to accommodate the patient within the Dental Clinic's schedule. A written order from the Dentist for the work required is faxed to the oral surgeon or provided to the patient to make to their appointment. Any changes to the written order are discussed with and approved by the referring Dentist prior to any procedures performed, and changes are noted in the patient's chart. The subsequent bill is checked for accuracy against the written order prior to payment. The bill is firm documentation that the patient did follow through with the treatment referral at the specialist's office. Typically, a letter from the referral accompanies this bill and is included in the patient's chart.

Referrals are made to a subcontracting endodontic practice for some patients requiring specialty root canal treatment and care. A written diagnostic order for the procedure required is provided to the patient to take to their appointment. Any changes to the written order are discussed with and approved by the referring Dentist prior to any procedure being performed, and are noted in the patient's chart. The subsequent bill is checked for accuracy against the written order prior to payment and serves as verification that the patient did indeed receive the referred services.

Other Linkages, Collaboration, and Referral

For services other than medical or dental, patients of ASA's Dental Clinic are referred to their Case Manager or to the appropriate service provider. If a patient is not currently case-managed at ASA or another AIDS Services Organization and is need of this service, the Patient Navigator refers them into the medical case management program in the county in which the patient resides, as appropriate. Follow up is accomplished at the patient's next treatment visit when the staff inquires about their previous and upcoming medical appointments and is documented in the patient's chart.

ASA has collaborative agreements, letters of support, and/or Memoranda of Understanding (MOU) in place with several agencies, mostly with respect to specific service category programs. The MOU agreements guide referrals between agencies and allow for smooth transitions of clients for additional services. ASA maintains MOUs with Waterloo Counseling Center, Project Transitions, and the Housing Authority of the City of Austin, Austin Energy, the C.A.R.E. Program of Austin/Travis County Integral CARE, and the Communicable Disease Unit at Austin/Travis County Health and Human Services Department (A/TCHHSD). For MOUs that require annual renewal, ASA contacts the partner agency 30 days prior to expiration of these agreements.

ASA also has long-standing referral relationships with HIV-related social service providers, including the C.A.R.E. Program at Austin/Travis County Integral Care for substance abuse counseling and treatment referral for individuals that are dually diagnosed; Project Transitions for transitional housing and hospice care; South Austin Marketplace for transitional and long-term housing; the Customer Assistance Program (Austin Energy) for utilities payment assistance; Waterloo Counseling Center for mental health counseling; the Wright House Wellness Center for holistic/alternative health services; Salvation Army and the Austin Resource Center for the Homeless for emergency housing; the Social Security Administration for disability benefit applications and appeals; Del Valle Correctional Facility, Travis State Jail, and the University of Texas Medical Branch State Penitentiary for services to inmates upon their release; the Communicable Disease Unit at A/TCHHSD for HIV/ STI/TB screening; and SafePlace for domestic violence assistance.

Eligible clients are also referred to the broad continuum of ASA services: the Capital Area AIDS Legal Project (CAALP) for legal assistance; Medical Nutrition Therapy for nutritional assessment, counseling, and supplements; the Dental Clinic for oral health services; HOPWA for housing assistance; Comprehensive Risk Reduction Counseling Services for support for individuals to reduce the risk of HIV transmission; and the Health Insurance Program for premium, medication copayment, and medication deductible financial assistance.

Program Work Statement For HIV Contract

Period Start Date 1/1/2018 ***Period End Date*** 12/31/2018

Referral Process and Follow Up

ASA staff assists clients with completing and submitting other agencies' referral forms, communicates with those agencies to clarify client eligibility, and advocates for client service delivery. For those clients who are case managed at ASA, staff ensures that referrals are followed through on in one of the following ways:
- performs follow up at the next client contact by asking the client about the referral and the results;
- accompanies the client to appointments;
- checks the ARIES database to ensure appointment was attended; or,
- calls the agency the client was referred to and confirms client attendance.

All staff document client progress regarding follow-through on referrals in the progress log feature of the Provide Enterprise® electronic client database (ASA's internal electronic database). ASA staff complete a referral tracking form that includes date of referral and completion date and keep the form updated in the paper client file. The desired outcome results are linkage to and retention in support services.

Non-Medical Case Managers, Patient Navigators, Medical Case Managers, and/or the Dental Clinic Patient Navigator work jointly to successfully refer clients to needed support services. The Patient Navigator's role is working on basic, less complex referrals to support services while the Non-Medical Case Managers address more complex linkages such as disability applications to Social Security, substance abuse/mental health treatment, and using clinical interventions to address client readiness for and resistance to change.

Goals of Collaborative Activities, Integration of Resources, and Projected Results

The goal of collaborative activities is the provision of comprehensive services through the HIV provider community and other social service agencies using linkages and referrals. These activities ensure clients have access to all needed services that are not offered by ASA. In addition, they allow clients to overcome barriers to accessing and remaining in primary medical care and moving toward self-sufficiency in managing their HIV disease.

Integration of resources and services includes the dedication of ASA staff time toward the completion of other agency intake forms, assisting clients with the intake process, accompanying clients to support service appointments, reporting required data, and working with clients on mutual goals in service plans. These mutual goals may be related to the support services that clients receive from other agencies, such as financial assistance, substance abuse or mental health counseling, housing, etc.

The projected results of collaborative activities, integration of resources, linkages, and referrals are:
- Client achievement of housing stability
- Meeting food intake needs
- Mental health services access and stability
- Independent management of substance use issues
- Financial stability
- Decreased recidivism
- Personal safety and security

Role of Patient Navigator

The goals of the Patient Navigator program at ASA's Dental Clinic are threefold. The primary goal of this program is to aid those patients identified at being at the greatest risk of not following through with comprehensive treatment in the navigation of the healthcare system with a focus on both the patient's oral and systemic health. Through this work the second goal is focused on increasing the patient retention rate through behavioral changes and increasing the access and follow through of the patients by identifying probable barriers and connecting patients with services that may help remove those barriers. As a third goal, the Patient Navigator functions much as many nurses do in medical practices by acting as a liaison between the

physicians and the dentists working on the patient's behalf to obtain relevant medical information having the ability to triage emergencies, answer simple patient questions, follow up with patients who have had a complicated procedure, obtain current and accurate medical records to ensure that all Dental Clinic patients are currently in physician care, and transcribe medical information from physicians.

The Dental Clinic Patient Navigator identifies patients in need of medical case management or other social service assistance and refers those patients to ASA's Intake and Eligibility staff team or another appropriate ASO offering case management. Progress is tracked with Patient Navigation patients through the use of various spreadsheets. These spreadsheets are a tool for tracking and monitoring patients who have shown to be in need of assistance from the Patient Navigator because of problems with attendance, identified barriers, or needing to return to care. Some patients already have case managers and some have been referred. This Log assists in tracking different points of interest of the patient, including the last seen, last missed, next visit, last contact date, who (if any) is the case manager. The goal of the log is to successfully pin point the patients, motivate and guide them in the right direction to fulfill their appointment/treatment plan obligations and allow them to successfully graduate from Navigation. All ASA case managers have access to this log and it is updated, at a minimum weekly with upcoming appointment and contact attempted/made, etc.

Client Input and Involvement

Patient input and involvement in oral health care services is an individualized and ongoing relationship that begins with the first visit to the Dental Clinic. The patient and Dental staff relationship focuses on patients' most pervasive dental needs prioritized into a treatment care plan to address those needs. The plan hinges on the provision of quality oral health care by Dental staff. Patient input and involvement starts with each treatment plan established with patients' participation and agreement during the second intake appointment (IT2). At this appointment, the Dental staff discusses and reviews all available treatment options with the patient. Staff reviews different options as a dentist/patient team and develops a plan that suits the needs of each patient. The benefits of developing a treatment plan with patient input is the successful prevention of tooth decay through proper dental maintenance at home and from the Dental Clinic hygiene department. Subsequent to the IT2 visit, should patients' have additional questions or concerns, staff offer another appointed visit to review the different treatment plan options. This level of patient involvement is successful for the majority of Dental Clinic patients.

While it rarely happens, sometimes the patient and dentist cannot agree on a treatment plan. In that case, the Dentist offers the patient another opinion from an alternate staff dentist. Dentists do not discuss their clinical opinions in advance of examining the patient but they do confer after the two individual plans are established. The patient then has two opinions to consider and staff is able to present the findings to the patient. Dental Clinic staff takes great care to inform and educate patients on available options at the Dental Clinic. Should patients disagree with both treatment plan options, patients are free to seek care at a private practice at their own expense. Patients leaving the Dental Clinic to seek care from private practice dentists may return to the Dental Clinic at any time to reestablish themselves as patients; agreeing to develop and follow a new treatment plan with Clinic staff.

Annually, Staff also surveys clients using the standardized questionnaire developed by the Austin Area Comprehensive HIV Planning Council to solicit feedback for improving Oral Health services. Supervisors use survey results and direct client/patient and staff feedback semiannually to evaluate the effectiveness of referral systems, barriers to service, and other service delivery components. The team then plans, as appropriate, for service modification, especially actions to remove barriers. Although no 2014 survey was completed, ASA distributed the survey in 2015 and 2016 and is awaiting results from the administrative agent. The 2013 Client Satisfaction Survey was developed and standardized by the Austin TGA HIV Planning Council with input from members of the TGA Clinical Quality Management workgroup. Results of the survey administered to 187 dental patients yielded positive feedback, with 97 percent of patients reporting overall satisfaction with 'Dental Care' services. The Average Rating Analysis (Manor, 2011) of satisfaction with 'Dental Care' based on Likert items with one (1) indicating "Very Dissatisfied" or "Strongly Disagree" and five (5) indicating "Very Satisfied" or "Strongly Agree" rated Dental Care services at 4.8 on the five point Likert Scale.

Clients have several opportunities to offer input into ASA's programs and services. Staff's rapport with the target community enables them to respond to client comments and needs on an ongoing basis. During these encounters, staff works with clients to offer input and identify needs and services they want to pursue.

Clients who receive services from ASA may provide confidential input at any time, through the agency's suggestion box

located in the main facility reception area. Dental Clinic patients may do the same in the dental clinic waiting room. All agency clients may register concerns with supervisors and through the comprehensive client grievance process. ASA's main email address serves as another gateway for clients/patients to provide program feedback, voice concerns and/or file a complaint. Authorized agency staff forwards such confidential email communication to the appropriate director and supervisor of the department the client has concerns about. All clients receive a copy of the client grievance policy and procedure upon entry into services. The policy is posted in all agency reception areas or high client traffic areas in English and Spanish. Agency staff may assist clients with the grievance process as requested by the client.

ASA routinely incorporates client feedback and suggestions into planning activities. In developing the agency's 2011 – 2014 Strategic Plan, ASA used interviews and focus groups with current clients to ensure their active participation in the strategic direction of the agency. ASA's Strategic Plan specifically defines "client satisfaction with programs and services" as a key measure of success in alignment with our strategy to "maintain and strengthen existing programs and services through quality improvement." The 2011-2014 Strategic Plan has been extended through 2017 year so that ASA is able to fully analyze the impact of the Affordable Care Act. A suggestion box located in the client lobby is available for clients to submit anonymous feedback. The box is routinely monitored by the Director of Dental Services. Client feedback is given to appropriate staff for use in program improvements. The Quality Management Guidance Team reviews the feedback from the suggestion box quarterly to evaluate trends and making agency improvements.

Cultural Competency

AIDS Services of Austin (ASA) is in compliance with all 15 CLAS Standards.

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

Staff members are proficient in Spanish, culturally reflective of the Hispanic clientele and available to interpret daily; Staff members are from diverse backgrounds including African-Americans and individuals that are immigrants to the USA; One staff member proficient in American Sign Language and others with basic skills; Interpretation services in any language are offered to clients free of charge; interpreters culturally reflect clients; Staff assigned to clients are reflective of clients' cultural background, as feasible; Client materials are written at a fifth to eighth grade literacy level and in Spanish at third to fifth grade level; Client materials are provided in Spanish and English; ASA staff translates materials from English to Spanish; Organization includes "diversity" as one of its core values.

2. Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.

A Cultural Appropriateness Action Team with staff from varied levels and departments is tasked with ensuring CLAS and health equity are promoted; The agency maintains a tracking mechanism to ensure CLAS compliance; Agency policies are cognitive of cultural appropriateness and those that are applicable to clients are provided in English and Spanish at an appropriate literacy level; Resources are allocated based on community need and assessment ensuring targeting of demographics most affected by the epidemic; 2017-2018 board approved organizational strategic plan includes goals, objectives, and action steps prioritizing staff cultural awareness and competency trainings.

3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.

Compliance with Equal Employment Opportunity Commission (EEOC) guidelines since inception; Compliance with The Americans with Disabilities Act (ADA) since inception; EEOC and ADA language reflected on all job postings; Staff are fluent in Spanish, culturally reflective of the Hispanic clientele, and available to interpret daily; Staff members are from diverse backgrounds including African-Americans, Latinos/as, and individuals that are immigrants to the USA. Organizational staffing is reflective of the demographics of the HIV epidemic in the Austin TGA; One staff member proficient in American Sign Language and others with basic skills; Committed to promoting from within for job openings; Evaluation of the potential of current staff for leadership development in order to promote direct service staff; Structured Action Teams provides leadership development opportunities for all staff members ; Candidates for positions where bi-lingual (Spanish) skills are preferred are offered a salary premium for demonstrating appropriate proficiency in the language; Organization recruits diverse candidates

by networking with higher education institutions of color and advertising and conducting outreach into appropriate publications in communities of color; 2017-2018 board approved organizational strategic plan includes goals, objectives, and action steps prioritizing recruiting, hiring, and training diverse staff and recruiting board members from communities of color; Board officers are demographically and culturally diverse.

4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.

The agency's Cultural Appropriateness Action Team researches and implements ongoing training; Agency support of language skills development when resources are available.

5. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.

Staff are proficient in Spanish, culturally reflective of the Hispanic clientele, and available to interpret daily; Staff are from diverse backgrounds including African-Americans, Latinos/as, and individuals that are foreign-born; One staff member proficient in American Sign Language and others with basic skills; Interpretation services in any language are offered to clients free of charge; interpreters culturally reflect clients; Client materials are written at a fifth to eighth grade literacy level and in Spanish at a third to fifth grade level; Client materials are provided in Spanish and English; A staff person fluent in Spanish translates client materials from English to Spanish; The agency uses an independently customized system to evaluate the language proficiency of onboarding staff; Organization's central voice mail and Dental Clinic voice mail systems are recorded in Spanish; Key program staff have recorded voicemails in Spanish.

6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.

Interpretation policy offering services free of charge posted in all locations; Reception and Intake and Eligibility staff trained to notify clients of their right to receive language assistance services free of charge; Front desk and key staff voicemail messages are recorded in English and Spanish; Interpretation services in any language are offered to clients free of charge; interpreters culturally reflect clients; Client materials are provided in Spanish and English; Reception staff have access to language cards to identify need for interpretation services.

7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

The agency uses an independently certified system to evaluate the language proficiency of staff; Written policy offers interpretation at no cost to the client in order to prevent the use of family and friends as interpreters; Staff is trained to inform clients of their right to interpretation services at no cost and that family and friends are not a preferred source for interpretation in order to protect client confidentiality; The agency hires professional, certified trainers to assist in interpretation upon request.

8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.

Client materials are provided in Spanish and English; Client materials are written at a fifth to eighth grade literacy level and in Spanish at a third to fifth grade level; Key client information/policies and grievance information is posted in English and Spanish in common areas and available in hard copy from reception desks; Quality Management Guidance Team reviews and updates materials to increase understandability.

9. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.

ASA's 2017-2018 Strategic Plan (extended through 2017) identifies compliance with CLAS Standards as a priority: "Strategy #3: Ensure culturally appropriate programs and services; Agency programs and services meet Culturally and Linguistically Appropriate Services (CLAS) standards; Collaborative partners recognize ASA for delivery of programs and services to

reduce stigma and for innovative and collaborative relationships"; Strategic plan action step is to implement an Organizational Cultural Appropriateness Committee representative of diversity of staff and management to further formalize cultural appropriateness trainings and action steps.

10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.

Self-assessment of CLAS-related activities with results used to improve services; Cultural Appropriateness Action Team to survey annually and report to staff and board of directors of outcomes from strategic planning goals/objectives related to cultural appropriateness work.

11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.

Collection of data and documentation on each consumer's race, ethnicity, disabilities, spoken and written language, and literacy level; information entered into client paper file, Provide Enterprise® internal electronic database, and ARIES; information updated periodically; Use of the Austin Area Comprehensive HIV Planning Council's periodic consumer needs assessment; Use of the Brazos Valley Council of Government's periodic consumer needs assessment.

12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.

Provision of HIV testing data to the Texas Department of State Health Services (DSHS) of data and documentation on each consumer's race, ethnicity, disabilities, spoken and written language, and literacy level; information entered into client paper file, Provide Enterprise® internal electronic database, and ARIES; information updated periodically; Annual review and assessment of HIV epidemiology profile of epidemic as prepared by DSHS and the Austin/Travis County Health and Human Services Department; Use of the Austin Area Comprehensive HIV Planning Council and Brazos Valley Council of Government's periodic consumer needs assessment; Annual report to staff and board of directors on Austin TGA HIV epidemic in comparison to organization's client demographic profile, staff demographics, and board demographics.

13. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.

Collection and updating of data and documentation on each consumer's race, ethnicity, disabilities, spoken and written language, and literacy level; information entered into client paper file, Provide Enterprise® client electronic database, and ARIES; Provision of HIV testing data results are reported to the DSHS; Staff shares lessons learned at above events with management and leadership staff to expand collective knowledge of local cultural practices and belief.

14. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.

Client materials are provided in Spanish and English; Client materials are written at a fifth to eighth grade literacy level and in Spanish at a third to fifth grade level; Client grievance procedures are posted in English and Spanish in common areas throughout the organization; Organization has a formal grievance procedure in place that is reviewed annually by staff.

15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.

Strategic Plan dissemination to donors and posted on website; Community Impact Report disseminated to donors, posted to website, and available in hard copy to public; Responsiveness and pursuit of opportunities to participate in ethnic media.

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Client Eligibility

Client Eligibility for All ASA Programs

ASA requires eligibility screening for all clients receiving outreach, case management, oral health care, health insurance, and food and nutrition services. ASA collects supporting documentation to certify client/patient eligibility for services based on:
1. HIV+ diagnosis
2. Verification of identity
3. Verification of current residency within the five county area in the Austin Transitional Grant Area (Travis, Bastrop, Caldwell, Hays, and Williamson)
4. Verification of current household income
5. Verification of insurance status

• Initial Eligibility Verification Period
ASA will have 30 days to collect all initial eligibility documentation from a person newly engaged in services. During that time, the newly enrolled client will receive services as appropriate to their presenting needs; however, without proper eligibility documentation in place, a new client may not be served past 30 days. Consequently, the client's status must be marked as "inactive" in ARIES and Provide ® Enterprise databases. . Proper notes must be entered into the client's electronic file and also placed in the client's paper file detailing all attempts to obtain required eligibility documentation. The client can be reactivated after all eligibility documentation are provided. All initial eligibility documentation must be dated with the date received by the ASA, (date stamp will be placed on the front of the document).

• Duration of Initial Eligibility
Initial eligibility for services will expire on the client's birthday or half birthday (whichever comes first) from the date the client's eligibility was first certified by ASA. The Ryan White Client Eligibility Form will display the eligibility expiration date. Proof of HIV+ diagnosis and verification of identity need to be present and readily accessible in the client file at all times, yet do not have an expiration date and do not need to be updated. All documentation accepted for initial eligibility verification must be current, i.e., no greater than six months from the date the client presents for initial certification.

• Recertification of Eligibility
Annual recertification of eligibility for services with ASA coincides with the last day of a client's birth month. If the recertification is completed later, it does not change the due date for self-attestation; instead, it shortens the eligibility period. The Austin TGA Eligibility Verification Form will be used at the initial eligibility and annual update visits. The annual recertification visit includes gathering the following forms and posting them in the client paper file and Provide® Enterprise database:

• Copy of Original Proof of HIV
• Copy of Original Proof of ID
• Updated Proof of Residency
• Updated Proof of Income
• Updated Proof of Health Insurance

Client self-Attestation of eligibility is aligned with the last day of the client's half birthday month, (six months after their birthday month). If a client has not had changes in their eligibility for services, recertification does not need to be done in person. The Self-Attestation Form may then, be signed and dated by ASA staff on behalf of the client. The six-month Self-Attestation of Eligibility Changes Form will be used between annual updates. Staff will scan the updated self-attestation form into Provide® Enterprise and update the certification periods. If the Six-month Self-Attestation Form is not complete before the end of the client's half birthday month, an annual update will need to be completed.

If a client has had a change in their income, residency, and/or insurance status, they must submit appropriate supporting

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documentation. Scan the Self-Attestation Form and support documents into Provide ® Enterprise and update the certification periods.

Each client's Birthday Month is use to determine their Self-Attestation Form Due Date and their Annual Re-certification Due Date.

If there are changes reported by the client between updates, then the Agency Staff will obtain verification documentation from the client and complete self-attestation of eligibility changes form.

Agency staff responsible for eligibility document verification include Eligibility and Intake staff, Health Insurance Staff/Intake Specialist/Coordinator, Case Managers, Dental Clinic staff, Patient Navigators, the Food Bank Coordinator, and other designated persons. Staff receive training on eligibility documentation verification procedures from supervisory staff.

The following items are acceptable forms of documentation and will be obtained for each client/patient file. All Documents must be dated within 180 days.

Verification of HIV Status Proof of HIV+ diagnosis does not have an expiration date and does not have to be updated annually.

All viral load tests must indicate that the client was detectable for HIV virus particles, (copies), in their blood. If the test result read < 40 – 75 copies, the result is deemed, "undetectable" and will not be considered an HIV+ diagnosis for the purpose of eligibility verification. CD4 count, (T-cells), test results will not be accepted as proof of HIV+ status.

One of the following documents must be in the client's file:
a. A computer-generated HIV+ lab test with the individual's name preprinted. Examples are:
Antibody Screening test (e.g., Reactive Enzyme Immunoassay [EIA] with confirmatory Western Blot or Indirect Immunofluorescence Assay test [IFA]); or HIV Nucleic Acid (DNA or RNA) detection test (e.g., Polymerase Chain Reaction [PCR], HIV p24 Antigen test, HIV Isolation [viral culture]), or
b. Documentation from a licensed healthcare professional who is providing HIV medical care to the client: A statement or letter signed by the medical professional (acceptable signatories listed below) indicating that the individual is HIV+, including the individual's name and the phone number of the medical professional; a medical progress note, hospital discharge paperwork, or other documents signed by a medical professional (acceptable signatories listed below), indicating that the individuals is HIV+, including the individual's name and the phone number of the medical professional; or a Texas Department of Criminal Justice (TDJC) physician-completed Medical Certification Form (MCF)

Acceptable Signatories include:
- A physician licensed in Texas
- A physician assistant licensed in Texas
- A nurse practitioner licensed in Texas
- An advanced practice nurse licensed in Texas

Verification of Identity
Identification must be confirmed at initial eligibility and a copy must be retained in the client file, (Provide ® Enterprise and paper chart). Acceptable documentation includes:
- Unexpired Texas Driver's License or Temporary License
- Unexpired Texas State ID Card
- Military ID
- Unexpired Student ID with Photo
- Texas Department of Corrections ID
- Government issued ID from a country other than the U.S.
- Metro ID Card with Photo
- Birth Certificate

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- Unexpired U.S. Immigration document
- Social Security Card
- Citizenship/Naturalization document with photo
- Student Visa card
- Passport

The following documentation is acceptable only for undocumented and/or homeless clients, and clients recently released from or referred by a jail or prison:
- Letter on corporate letterhead from a case manager, social worker, counselor or other professional from another agency who has personally provided services to the client
- Letter on corporate letterhead from a jail or prison in the TGA

Verification of Residence Documentation must include the client's full legal name and match address listed for eligibility:
- Unexpired Texas Drive License or State ID
- Department of Corrections ID
- Current Voter's Registration card
- Rent or utility receipts for one month prior to application (PO Boxes not accepted)
- Current property tax statement
- Current lease, rental or mortgage agreement
- IRS tax transcript, verification of non-filing, W-2 or 1099
- Public assistance/benefits document (such as SNAP, Social Security, Medicaid/Medicare)
- Motor Vehicle Registration
- Pay stub
- Military/Veteran's Affair card/letter
- Current school records
- Court Correction Proof of Identity
- Medical care or other similar benefit cards, or recent statement/invoice from health insurance company

The following documentation is acceptable only for undocumented and/or homeless clients, and clients recently released from or referred by a jail or prison:
- Letter on corporate letterhead from a case manager, social worker, counselor or other professional from another agency who has personally provided services to the client
- Letter on corporate letterhead from a jail or prison in the TGA
- DSHS Supporter statement.

Only as a last resort, and with prior-approval from the Administrative Agency, current auto insurance, credit care, bank/brokerage statement or statement/letter from a Homeowner's Association may be used.

If none of the listed items are available, residency may be verified through observation of personal effects and living arrangements (e.g., visit to residence), or securing statements from clients' landlords, neighbors, or other reliable sources.

Note that individuals do not lose their Texas residency status because of temporary absence from the state For example, a migrant or seasonal worker may leave the state during certain period of the year but maintain a home in Texas, and return to that home after the temporary absence.

Verification of IncomeDocumentation of income must be provided for all members of the client's household. Income documentation for minors is required for the parents(s) or guardians(s) with whom the minor resides Services may not be provided to clients' whose household income exceeds the cap approved by the Ryan White HIV Planning Council for each service category.

The Modified Adjusted Gross Income (MAGI) policies and procedures developed by the Texas Department of State Health Services (DSHS), Ryan White Part B Program, are the uniform method for calculating income eligibly for all Ryan White

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services.

Verification of income eligibility will be done by using DSHS MAGI income eligibility document, forms, and instruction located at: https://www.dshs.state.tx.us/hivstd/magi.shtm.

MOCK MAGI:
For clients that can provide proof of income: Clients will provide 30 calendar days of income from all applicable sources. Staff must enter total of 30 calendar days of income into the income calculation form. Staff must enter the annual income amount from the income calculation form into the MOCK MAGI form. Acceptable and allowable documentation for Wages, Salaries, tips, etc.:
- Payroll Stubs (30 days)
- Copy of payroll check (30 days)
- Letter from employer indicating weekly or monthly wages
- Income Verification from employer
- Supporter statement
- SSI Award Letter
- SSDI Award Letter

Allowable documentation for Business Income or Self-Employed Income:
- Bank statements showing direct deposit (30 days)

If client does not have income or does not have traditional pay stubs, staff must obtain an income verification or a supporter statement whenever possible. If this verification is not obtained and due diligence has occurred to obtain it, the client can fill out the affidavit of no income and the attempts to obtain income verification and/or supporter statements must be documented in Provide.

All clients have to have a CAP Calculation Form completed every time there is a change in their income.

Verification of Insurance/Coverage Ryan White is the payor of last resort. Clients are screened for ability to pay, as well as eligibility for potential alternative sources of payment for Ryan White services. Programs/benefits that must be used first include, but are not limited to:
- Private insurance/employer insurance
- Medicare (including Part D prescription benefit)
- Medicaid
- County Indigent Health Programs
- Patient Assistance Program (PAPs)
- Children's Health Insurance Programs (CHIP)
- Other comprehensive healthcare plans

Documentation that the client has been screened for and enrolled in eligible program prior to the use of Ryan White fund, will be filed in the client's primary record.

Ryan White Funded Oral Health services require an household income be at or below 500% FPL. Sliding fee scales Oral Health Care services are updated annually based on individual FPL.

All required eligibility and intake documents, as well as periodic updates, are stored in the patient's paper chart and documented electronically in the agency's electronic client database, Provide Enterprise®. Supporting documents are scanned and saved to a secure network folder by the Data Entry Specialist. Client identifying information is also entered into the ARIES client database.

At the intake appointment, patients are required to provide comprehensive medical and dental histories and to sign a medical release form authorizing release of medical information, including current CD4 count, viral load, medications, recent lab

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values and any other medical information that may impact the provision of oral health care. Eligible patients may contact the Dental Clinic directly for services and do not have to be receiving services from any other ASA provider to be eligible for oral health care. The Dental Clinic also accepts referrals from other AIDS Service Organizations (ASOs), Community-Based Organizations (CBOs), hospital emergency rooms, and area primary care physicians.

For patients needing increased support and access to other resources, the Clinic's Patient Navigator may recommend patients access case management or other support services through ASA. In this case, patients are referred to the Eligibility and Intake team who complete a comprehensive screening process to determine clients' level of need for services.

Target Populations

ASA's Dental Clinic is the sole provider of dental services exclusively for HIV positive persons in Central Texas. People with HIV and AIDS who reside in Travis and the nine surrounding counties (Bastrop, Caldwell, Hays, Williamson, Blanco, Burnet, Fayette, Lee, and Llano), and who cannot otherwise access dental care, are eligible for services (see Client Eligibility section). Ryan White Part C funds are used to provide services for patients residing within the TGA.

The Dental Clinic treats eligible patients of all genders, ages, ethnicities and, co-morbidities and targets traditionally underserved populations and those experiencing an increased incidence of HIV. This includes women, children, ethnic/racial minorities, injecting drug users, crack/cocaine users and other substance abusers, the homeless, men and women engaged in the sex industry, the recently released from incarceration, and men who have sex with men.

The demographics of clients served by the program represent the current population of people living with HIV and AIDS in the Austin TGA. ASA client geographic concentration aligns with areas of high prevalence of HIV/AIDS in the Austin TGA. ASA's most common zip codes for Oral Health Care patients are all located in Travis County.

Austin TGA data suggest that 84 percent of clients have medical comorbidities, while others report social and health-related contributing factors that complicate medical and other service delivery for HIV. As stated in the HRAU Ryan White Part A FY 2015 Grant Application, "The David Powell Community Health Center reports that more than 40% of its HIV patients have injection drug use and/or mental illness co-morbidity" and "the risk of tuberculosis infection is greater in African Americans with HIV compared with White persons living with HIV." In addition, Chlamydia, gonorrhea, or syphilis continue to be a concern with "1.5% to 3.0% of PLWH have been diagnosed with one of these diseases."

Service Category Activities

Service activities linked to Budget Justification

ASA's Dental Clinic began in 1991 as the HIV Dental Project, an independently funded and managed satellite project. Concerned local dentists and community leaders initiated the project in response to the need for dental services first identified by the Austin/Travis County HIV Commission in 1990. As part of ASA, in April 1992 the clinic was named the Jack Sansing Dental Clinic in honor of Jack Sansing, a local businessman, benefactor, and long-time volunteer of ASA. Mr. Sansing died of AIDS in January 1992. Dr. Chris Fabre, the Dental Clinic's Founder, remained involved in the project for 19 years, as a testament to his commitment to the original vision of public health care delivered in a compassionate, self-empowering manner reminiscent of a private practice.

ASA's Dental Clinic continues to implement a successful plan of oral health care service delivery that provides routine and emergency dental care for HIV positive individuals. General dentistry service activities include:

- oral examination;
- treatment planning;
- oral surgery (general);
- oral pathology;
- root canal treatment (in some cases);
- periodontal therapy (non-surgical);
- restorative dentistry such as fillings and crowns;
- removable prosthodontics (both partial and full dentures);

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• limited implant placement for retention of removable prosthodontics;
• treatment of oral infections; and,
• emergent care to alleviate dental pain.

The Dental Clinic also treats many of the oral lesions affecting HIV positive patients, which may require a biopsy, excision, and/or lesion destruction with chemical treatments and palliative care. On a routine basis, common lesions such as oral candidiasis, human papillomavirus lesions, herpetic lesions, and aphthous ulcers are diagnosed and treated. Less common, but still prevalent, Kaposi's sarcoma and more rare malignancies are diagnosed and treated (or in some cases co-managed in a multi-specialty approach). In this category of less common, but prevalent conditions are cytomegalovirus lesions (CMV) and fungal infections. The Dental Clinic's Class D Pharmacy carries a limited number of medications to treat oral infections and/or alleviate pain, so that the patient is assured immediate access to antibiotics and over the counter pain relief when necessary.

• Service Initiation
Patients are typically referred to ASA's Dental Clinic from AIDS Services Organizations, social service providers, David Powell Health Center at CommUnityCare (DPC), private medical practices, or local emergency rooms. In addition, clients self-refer to the Dental Clinic. The Patient Services Specialist, Eligibility and Intake Specialist, or Patient Navigator performs an initial screening either in-person or by telephone to determine eligibility for services. (See Client Eligibility for a complete description of the eligibility process.) After confirming eligibility, the Patient Services Specialist, Eligibility and Intake Specialist, or Patient Navigator schedules an intake visit appointment and gives patients a reminder call two business days before their appointment. The patient is reminded to bring necessary paperwork with them to the appointment and to arrive 45 minutes early to complete the paperwork.

• First Intake Appointment (IT1)
At the first appointment, patients meet with the Eligibility and Intake Specialist or Patient Navigator and are given HIPAA and privacy and patient rights policies. Patients are required to complete medical/dental history forms, provide information on income, and sign various consents (for treatment, follow-up contact, and for ARIES information release) and primary care provider releases (for lab results and current medication list), as well as MAGI or mock MAGI, CAP and other financial qualifying forms. If the patient presents with dental pain and/or an emergent need, the patient is seen by a Dentist during this visit to asses and immediately treat their pain or emergent condition. If the patient presents without dental pain or emergent condition, the patient may be seen for simple routine care if time allows. However, most are scheduled to return to the Dental Clinic for their second intake appointment.

• Second Intake Appointment (IT2) Develop Patient Treatment Plan
Prior to the second intake appointment, the patient's electronic dental chart is prepared. During this visit, a comprehensive set of digital x-rays is taken by a Registered Dental Assistant. The Dentist reviews the patient's digital x-ray images, closely interviews patients with regard to their medical and dental history, and conducts a comprehensive head, neck and oral examination. Usually the patient is presented with one or more treatment plan options by the dentist which are documented in the patient's chart. The individualized treatment plan may include, but is not limited to, restorative treatment through fillings, and crowns; extractions; non-surgical periodontal therapy or routine prophylaxes; and/or referral to specialty care for multiple tooth removal or endodontic treatment. Restoring function often results in dentures (full or partial). Treatment can begin as early as the second visit and may take six or more visits to complete, spanning an eight or nine month period.

• Implement Patient Treatment Plan
At the end of the second intake visit, new patients are scheduled to return for their first treatment visit as noted in their treatment plan. At the end of subsequent visits, an appointment for the next step in the treatment plan is scheduled. For those being referred to a specialty care provider, a referral form is used to documents the problem area(s) using a tooth chart and records any additional information that is necessary for care of the patient being referred. The Dentist signs the referral form and copies are made and given to the patient. The phone number and directions are provided to the patient so that they may make the appointment at their convenience. Most patients prefer to make this specialty appointment themselves so they can coordinate transportation. Upon request, the Patient Services Specialist makes the appointment on behalf of the patient.

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• Provide Ongoing Routine Care
At subsequent visits and annually, at a minimum, patients are asked to renew any expired permissions, update contact and income information, and report any changes in health status or medications which may impact provision of oral health care. To ensure ongoing care, patients schedule their next appointment at the end of their current visit, as needed to complete their treatment plan. One week prior to each appointment, an electronic reminder system makes calls and/or sends email reminders to patients who have consented to receive automated reminders. Staff also place reminder calls to patients two business days prior to their appointment and again one day prior if the patient has not confirmed the appointment through one of the other reminder attempts. Patients who fail to show for an appointment or cancel with very short notice are notified that further failed appointments may result in suspension of clinic privileges for non-emergency dental treatment. These patients are flagged for assistance by the Patient Navigator who links patients into Medical Case Management when appropriate. If a patient is not currently case-managed at ASA or another ASO and is identified as being in need of this service, the Patient Navigator refers them into the medical case management program in the county in which the patient resides, as appropriate.

• Maintain Patient Records and Files
Two days prior to a patient's scheduled visit, staff pulls and reviews the patient's chart. Expired paperwork is noted and new blank forms are inserted in the chart. Out of date eligibility documents are updated when the patient arrives for their scheduled appointment. The Eligibility and Intake Specialist offers patients assistance with completing the required documents. Assistance is always available for patients with vision, literacy, comprehension, and/or language issues. The Eligibility and Intake Specialist, Patient Navigator, or Patient Services Specialist completes the paperwork using an interview style approach to obtain the information needed to complete the documents. After completion, documents are put in the patient's chart and sent to the data entry specialist. Any patient consent forms completed in the operatory (e.g., consents for surgical extractions or biopsies) are scanned into patient's electronic dental record during the patient appointment.

• Review Documentation for Quality Assurance and Alter Program as Needed
The Systems and Facilities Administrator runs quarterly missing data element reports using ARIES to determine patients who may have received a service but whose data file is incomplete. Dental clinic direct service staff comprised of the Patient Services Specialist and Eligibility and Intake Specialist review the list along with the Dental Practice Manager to determine a timeline to complete a quality assurance review of the files/charts in question. Missing eligibility documents are obtained directly from patients. The date they are obtained is noted in the patient's chart. Patients who were found to have been provided a service with ineligible qualifications for Ryan White funding have their units charged to a private funder.

Frequency of these service activities

ASA's Dental Clinic is open Monday – Thursday from 8:00 am to 5:00 pm and Friday from 8:00 am to noon. Patients are treated at a frequency consistent with their treatment plan. This includes a minimum of two cleanings annually. Emergency care is also provided as needed and practicable.

Location(s) of these service activities

ASA's Dental Clinic is located at 711 W. 38th St., Bldg E-4, Austin, TX 78705. The Dental Clinic can be accessed by Capital Metro bus routes 3, 9, and 803.

Staffing

The Chief Programs Officer has responsibility for overall program direction and supervises the Director of Dental Services. The Director of Dental Services supervises the Dental Practice Manager, Lead Dentist and Patient Navigator. Staff Dentists, Dental Hygienists and Dental Assistants report to the Lead Dentist. Data Entry Specialists, Eligibility and Intake Specialists, and Patient Services Specialist all report to the Dental Practice Manager.

The Chief Executive Officer is the primary contact with the A/TCHHSD and HRAU and has final authority in negotiating and approving contracts. The Chief Programs Officer interacts with HRAU on matters relating to programs and is authorized to enter into negotiations with A/TCHHSD regarding program issues, grant reporting, and performance measures. The Chief Financial Officer interfaces with HRAU on grant billings. The Grants Director ensures contract compliance.

The Dental Clinic staff is comprised of both males and females and has staff that is bilingual in English and Spanish. Staff

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qualifications, primary work assignment, and percentage of time allocated to this service are reflected below:

• Campion, Chief Programs Officer: BS in Education; 26 years combined with ASA as staff and/or volunteer, 11 years with MHMR, serving consumers from diverse backgrounds; 3 years with DSHS/TCADA developing and implementing HIV/substance use prevention and early intervention programs statewide; 30 + years of experience with HIV/AIDS. Responsible for overall strategic direction and implementation of agency departmental programs and services. Ultimately has responsibility for the success of agency programs, adherence to all legal and regulatory compliance, and the successful integration and delivery of services. 0%

• Nelson, Director of Dental Services: Bachelor of Applied Technology in Health Services; AAS Registered Dental Hygienist; Lead Dental Hygienist - 10 years, Clinical dental hygiene practice, Privacy & HIPAA Compliance Officer, Radiation Safety Officer, marketing experience; HR Manager – 9 years with Walmart Stores, Inc. HIV Prevention Outreach Volunteer with ASA; 2 years of experience with ASA as Director of Dental Services. Oversees operations of Jack Sansing Dental Clinic including daily operations, scheduling, contract compliance, federal, state and local laws and regulations related to operations; HIPAA,OSHA, Privacy Compliance; data management and quality, and clinical care. 13%

• Braverman, Dental Practice Manager: 30 years of experience in Dental practice Management to include account payable and receivable, HIPAA compliance, customer service and record keeping. Supervises eligibility & intake staff and processes, front desk operations, data entry staff and 3rd party insurance billing. 0%; supported by private funds.

• Kilkelly, DDS, Lead Dentist: Graduate degree in Dentistry; DDS with current State license; DEA and DPS registration permits. Has experience in general dentistry and dental emergency care. Has worked at the Dental Clinic since 2013. Provides direct patient care to include routine exam, restorative care, simple endodontics, simple oral surgery and prosthodontics. Supervises Clinical Team. Works with the Director to develop clinical policy and staff procedure for the Dental Clinic. Leads clinical quality assurance activities. 18.8%

• Bradley, DDS, Staff Dentist: Diplomate – American Board of Special Care Dentistry; graduate degree in Dentistry; DDS with current State license: DEA and DPS registration permits; 26 years clinical experience in general dentistry practice and academics. Specializes in treating medically, mentally & physically compromised pts; hospital dentistry; periodontal and oral surgery procedures. Provides part time general dentistry with emphasis on oral surgical procedures on patients with acute anxiety disorder, mental illness, and cognitive impairment or with complex treatment plans under sedation. 0%; Supported by private funds.

• Howell, DDS, Staff Dentist: Graduate degree in Dentistry; DDS with current State license; DEA and DPS registration permits. More than 25 years of experience in general dentistry, has worked at ASA's Dental Clinic since February 1995.Provides direct patient care to include routine exam, restorative care, simple endodontics, simple oral surgery and prosthodontics. Participates in ongoing quality assurance activities. 0%; supported by private funds.

• Shirah, DMD, Staff Dentist: Graduate degree in Dentistry; DMD with current State license; MPH; DEA and DPS registration permits. Has 12 years of experience in general dentistry and dental emergency care, with two years as an office for the Indian Health Service and 10 years in private practice dentistry. Provides direct patient care to include routine exam, restorative care, simple endodontics, simple oral surgery and prosthodontics. Participates in ongoing quality assurance activities. 15.34%

• Weaver, RDH, Dental Hygienist: A.A.S. in Dental Hygiene from Temple College; 8 years of experience as a clinical dental hygienist.Provides direct patient care to include scaling and root planning, routine prophylaxis and patient education. Participates in ongoing quality assurance activities. 21.5%

• Lemasters, RDH, Dental Hygienist: B.S. in Dental Hygiene for UT San Antonio. Texas Registered Dental Hygienist. Has 14 years of experience as a clinical dental hygienist, the last five of which were in a public health setting.Provides direct patient care to include scaling and root planning, routine prophylaxis and patient education. Participates in ongoing quality assurance activities. 0%; supported by private funds.

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• McFarlan, RDA, Lead Dental Assistant: Chair-side ancillary staff member providing assistance to Lead Dentist and staff dentists; 24 years with Clinic. X-ray certified and State Board of Dental Examiners registered. Bilingual in Spanish and English. Provides dental assistance to staff dentists. Responsible for cleaning and maintaining all operatories, instruments, and equipment. Works with various suppliers to order, purchase, and maintain dental supply stock. Participates in ongoing quality assurance activities. 22.7%

• Guebara, RDA, Dental Assistant: Chair-side ancillary staff member providing primary assistance to Lead Dentist and staff dentists. Began working at the Dental Clinic in June 2008. X-ray certified and State Board of Dental Examiners registered. Bilingual in Spanish and English. Provides dental assistance to staff dentists. Provides dental laboratory support maintains instruments and equipment, sanitizes, and equipment supplies in all operatories. Monitors dental supply stock and reports deficits. Participates in ongoing quality assurance activities. 22.7%

• Johnson, RDA, Dental Assistant: Chair-side ancillary staff member providing assistance to Lead Dentist and staff dentists. 10 years of experience as a dental assistant. X-ray certified and State Board of Dental Examiners registered. Provides dental assistance to staff dentists. Provides dental laboratory support maintains instruments and equipment, sanitizes, and equipment supplies in all operatories. Monitors dental supply stock and reports deficits. Participates in ongoing quality assurance activities. 0%; supported by private funds.

• Aleman, Patient Services Specialist: 11 years customer service experience; Qualified Dental Assistant Certification from Austin Dental Assistant School. Speaks conversational Spanish. Began working at the clinic in 2015. Coordinates daily Clinic operations. Schedules patient appointments, check patients in/out of the facility, receives payments, reconciles accounts and places reminder calls to patients. Makes referrals to other providers as indicated. Files dental insurance claims. Maintains security of patient records, correspondence and facility. Participates in ongoing quality assurance activities. 16%

• Miranda, Patient Navigator: 20 years case management experience; 19 years HIV experience; 14 years crisis intervention experience; experience in group facilitation, chemical dependency; domestic violence, assessments, treatment plan development, incarcerated and recently released populations. Removes barriers to accessing oral health care: contacts patients at risk of falling out of care and schedules appointments for follow-up visit. Facilitates flow of patient care aimed at increasing patient retention. Makes referrals to AIDS Service Organizations for additional patient support. Position shared with ASA Medical Case Management to integrate services. 0%; supported by private funds.

• Tovar, Eligibility and Intake Specialist: BSW; Social work internship; 1.5 years program director for small nonprofit serving LGBTQ high school students; 1.5 years Austin Public Health Youth Adult Council member coordinating educational events to include HIV/AIDS education. Performs eligibility and intake, makes referrals and provides information, performs quality assurance activities. 18%

• Davila, Eligibility and Intake Specialist: 8 years customer service and eligibility experience in Medicaid call center. Performs eligibility and intake, makes referrals and provides information, performs quality assurance activities. 0%; supported by State Services funding.

• Hamilton, Data Entry Specialist: 6 years nonprofit data entry experience.Entry of patient and service data into agency and state-mandated databases. Data quality control. 0%; supported by private funds.

• Guebara, Data Entry Specialist: 12 years data entry and data quality control experience. Entry of patient and service data into agency and state-mandated databases. Data quality control. 0%; supported by State Services funding.

The Dental Clinic relies on the expertise of one professional key volunteer. Jenna Miller, R.Ph, is the Pharmacist-in-Charge for the Dental Clinic's Class D Pharmacy. Her volunteer time is donated to provide at a minimum, a monthly check of the pharmacy, to verify inventory, and to prepackage medications according to the Dental Clinic formulary. Ms. Miller also conducts an annual training for the designated pharmacy support staff of dentists and the hygienists. Annually, Ms. Miller provides more than 20 hours of volunteer staff assistance.

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HIV Service Category *CS-Oral Health*

ASA uses subcontractors to provide services and goods not able to be provided at the Dental Clinic itself.

- Seretti Dental Laboratory; Subcontractor Laboratory; Fabricates removable prosthetic appliances
- Stern – Empire Dental Laboratory; Subcontractor Laboratory; Fabricates fixed crowns
- Central Texas Oral Surgery Associates; Subcontractor Oral Surgeons; Performs difficult tooth extractions often with sedation for patients as indicated by referral.
- Austin Oral & Maxillofacial Surgery Associates; Subcontractor Oral Surgeons; Performs difficult tooth extractions often with sedation for patients as indicated by referral.
- Capital Oral & Maxillofacial Surgery; Subcontractor Oral Surgeons; Performs difficult tooth extractions often with sedation for patients as indicated by referral.
- Austin Endodontics; Subcontractor Endodontists; Performs root canal treatment for patients as indicated by referral.

Quality Management

Use of Output and Outcome Data

Using monthly data, ASA tracks progress on the total number of unduplicated clients served, units of service delivered, and achievement of outcome goals through the reporting feature of the Provide Enterprise® ® electronic client database. On a monthly and quarterly basis, supervisors analyze the data to determine if outputs and outcomes, respectively, are within a 10 percent variance of the elapsed period of the grant cycle. If a variance occurs, supervisors determine reasons that program goals are above or below desired performance and develop plans to address the situation including staff training, supervision, and monitoring staff adherence to the standards of care for the service category. In Oral Health Care, variances are often due to the timing of treatment plans and the grant reporting cycle. Supervisors also note trends in performance measures with emphasis on clients who do not meet outcome goals and develop appropriate quality management activities or document the reasons for such exceptions. Provide Enterprise® ® reports give aggregate data at the agency level that documents client trends in service utilization for use in planning for service delivery.

Supervisors use reports from the ARIES client database to validate data on performance measures such as number of unduplicated clients served and units of service provided. With the client's signed permission to share client information in ARIES, supervisors use ARIES reports to facilitate getting complete data on services accessed by clients, to document successful linkages to primary medical care and other HIV provider services, and to compare, if needed, client service utilization data in order to avoid duplication of services. ARIES also provides aggregate data at the community level that documents client trends in service utilization for use in planning for service delivery.

Supervisors use the service-specific client satisfaction survey to obtain data using client input on satisfaction with services provided. Supervisors review survey results including qualitative data at program area, Leadership Team, Quality Management Guidance Team, and the Program and Services Committee meetings. With input from these various teams, supervisors use suggestions from the survey to identify problems and/or concerns and implement quality improvement activities including service delivery changes when possible.

Quality Management Guidance Team
The overall responsibility and leadership for ASA's Quality Management (QM) program lies with Chief Programs Officer, who authorizes the Quality Management Guidance Team (QMGT) to plan, assess, measure, and implement performance improvements throughout the entire agency, while providing the necessary resources and support to fulfill these functions.

The membership of the QMGT reflects the diverse service areas within ASA. The agency's quality team is comprised of the Chief Programs Officer, Board of Directors members, and other members of ASA staff, ranging from upper management to direct service staff. Other ASA staff members, such as Program Supervisors and Coordinators, Case Managers, and Prevention Specialists are involved, as appropriately indicated. The QMGT meets every other month. Additional meetings may be called, as needed. Minutes of meetings are distributed directly to each member of the committee and to all necessary internal and external stakeholders. A written summary is routinely made available to staff.

The Quality Management Plan

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HIV Service Category *CS-Oral Health*

The Quality Management Plan seeks to improve service performance through collecting and evaluating data, identifying service problems based on the collected data, using quality improvement processes to address service delivery issues, and following up to ensure improvements are sustained. The agency plan is designed annually with target goals and service specific quality improvement activities. It calls for a review of service performance measures, an analysis of this data, and recommendations for service improvements. The plan indicates that the team will oversee an annual update and revision of program policies and procedures. At the end of each year, the plan is evaluated to determine the achievement of goals and the service specific activities and to make recommendations for further follow-up.

The following sections describe other components in the Quality Management Plan:

Activities to Collect Data
The Chief Programs Officer and the Director of Dental Services collect data on the program's performance in achieving service goals and meeting standards of care through results from the following sources: outcome and output measures, the agency client satisfaction survey, clinical chart audits, the client suggestion box, client/staff feedback, and client grievances.

Supervisors review performance measures quarterly and report measures not meeting contract objectives to the QMGT, along with suggestions on planned action steps.

Client satisfaction surveys are an important way to identify quality issues. The agency distributes the standardized survey, after approval by the HRAU, at the Food Bank and Dental Clinic sites to collect data on all Ryan White Service Categories offered at ASA. Trained social work interns and volunteers administer the survey during a selected two week period. The survey data is tabulated by HRAU.

Specific to Oral Health Care, the Lead Dentist and Director of Dental Services review a minimum of 120 patient files annually, to evaluate pertinent clinical activities, completeness of treatment note documentation and compliance with the five standards of care for Oral Health Care services. The Lead Dentist and/or Director of Dental Services may choose to conduct additional chart audits on patient's files where specific clinic providers, (dentists/dental hygienists), were identified with deficiencies during the initial chart audit for the quarter. Any deficiencies in service delivery or lack of compliance with the standards of care require a plan of correction along with an implementation timeline. The Lead Dentist and Director of Dental Services works with clinical staff to develop plans of correction for improvement based on the results of file audits. Staff works to implement changes immediately upon notification of necessary improvements. The Lead Dentist and Director of Dental Services meet with clinic staff to ensure continuous improvements regularly.

Client input from registered grievances is documented by program supervisors and reviewed at department staff meetings. Supervisors adhere to the agency's policy on client/patient grievances, which includes review by the Executive Director and/or the Board of Directors, if necessary.

Evaluation of Performance and Assuring Delivery of Quality Services
As data and input are received and problems are identified, the QMGT evaluate concerns and suggestions in order to assure the delivery of quality services.

The QMGT analyzes the output/outcome data and makes recommendations for improvement to program supervisors. When quality improvement activities around performance measures are designed and completed, the results are then sent to the team and reported in the annual evaluation of the Quality Management Plan.

Supervisors evaluate survey results to identify trends for improvements and advocate for unmet client need. Supervisors are careful to note any client feedback related to the cultural appropriateness of service delivery especially with respect to policies and procedures and case manager interventions. To guide decisions about quality improvement activities, survey results are discussed at the program level in department/program meetings and at QMGT meetings. The Programs and Services Committee of the Board of Directors also reviews survey results and gives guidance when appropriate.

Program supervisors utilize grievance input obtained from clients and managers at the different grievance levels to make

appropriate service changes, when feasible.

Suggested actions taken based on this data could include staff development training in an identified area, development of organization tracking tools, identification of a different site for service delivery, additional interventions to reduce barriers, or design of client/patient forms to better capture data and service performance measures.

Identification of Quality Improvement Activities
At the beginning of the year, supervisors and the QMGT identify specific service quality improvement activities based on staff and client feedback and on data already mentioned. Activities are written using SMART objectives in that they are specific, measureable, attainable, relevant and time-bound.

For Oral Health Care, the Annual Quality Assurance Chart Audit Plan is the primary source of identification for clinical quality improvement activities within Oral Health Care services. In order to evaluate data on a timelier basis, the audits are performed on a monthly basis, with a minimum of ten charts being reviewed monthly. A random sample is drawn reflecting each clinical provider (dentist or hygienist) proportionate to his/her hourly contribution to the total clinical full time equivalency rate, using the Provide Enterprise® ® database. Each individual record is reviewed for activity/documentation by any of the providers during the three months preceding the date of the audit.

Annually, the Director of Dental Services and the Lead Dentist determine key clinical indicators, which measure effective oral health treatment and care for patients. The clinical indicators of quality care and service provision currently used are: the review and documentation of patient treatment plans; evidence of recorded patient vital signs; hard and soft tissue exams; initial and annual periodontal charting and diagnosis; patient progress with oral hygiene (including provision of oral hygiene instruction); and, appropriate, dated documentation of treatment services in the progress notes and treatment plan. ASA's Director of Dental Services and Lead Dentist will review and update these as appropriate in 2017.

Addressing Identified Problems
Once a problem or an area that needs further assessment is identified, the team uses, when appropriate, the Plan-Do-Study-Act cycle (PDSA), a four-step model for carrying out change. This process is used in identified quality improvement activities as detailed in the annual Quality Management Plan. The components are as follows:
1. Plan by recognizing an opportunity and planning a change.
2. Do by testing the change and carrying out a small-scale study.
3. Study by reviewing the test, analyzing the results/data and identifying what has been learned.
4. Act by taking action based on what you learned as a result of data analysis in the study step.
If the change does not work, the cycle is repeated again with a different plan.

To address patient chart audit results, the Lead Dentist and Director of Dental Services implement a plan of correction when deficiencies in delivering services or lack of compliance to standards/clinical indicators that have been identified.

Follow-up
The Director of Dental Services and the Lead Dentist follow up to ensure the effectiveness of improvement activities and the maintenance of improvement results. On identified quality improvement activities, the Director of Dental Services and the Lead Dentist follow up on a quarterly basis to ensure that these activities have been effective in resolving the problem, that no new problems have developed, and that there is sustained improvement in identified areas.

For file review results, supervisors work with staff to develop plans of correction within 15 working days of the file review. Staff has ten working days to implement corrections. At the next file review supervisors monitor the maintenance of the previous quarter's improvements to ensure problems do not reoccur.

Monitoring and standardized tools
Tools used in monitoring and standardization include the file/chart audit review tool and Provide Enterprise® reports with features to track reporting of performance measures, completion of assessments, service plans, as well as a feature to describe content of progress notes for easy tracking. The annual client satisfaction survey is a standardized tool that the

Program Work Statement By Service Category

Period Start Date 1/1/2018 ***Period End Date*** 12/31/2018

HIV Service Category *CS-Oral Health*

Ryan White Quality Management workgroup evaluates and standardizes across HIV service providers.

Assurance of Compliance with Austin TGA Standards of Care

• Qualifications: Dentists, Hygienists and Dental Assistants are licensed and/or registered with the Texas State Board of Dental Examiners. Proof of professional licensure of all clinicians is maintained in two locations: at ASA's main office in the secure personnel files of each employee and at the Dental Clinic facility. Original licenses and certifications are posted in plain view on a bulletin board at the Dental Clinic, as required by licensing and credentialing authorities. Clinical providers are charged with providing proof of current licensure and registration annually, or as certifications are renewed, and forwarding such documentation to ASA's Human Resources (HR) department. State licensing authorities such as the Texas State Board of Dental Examiners (TSBDE) and the Drug Enforcement Agency (DEA) provide online database access to check and print current licensure and certifications. Clinical providers may provide a copy of their most recent license/certification or access one of the databases and forward a copy of the database results to HR.

• Experience: As evidenced in Table 3, Dental Clinic Staff are knowledgeable in the area of HIV/AIDS dental practice. Continuing education to maintain the most current information is ongoing on a yearly basis. Documentation of qualifications and continuing education are maintained in the secure personnel file of each employee.

• Confidentiality: All Dental Clinic staff sign confidentiality agreements upon hire. Documentation of confidentiality agreements are maintained in the secure personnel file of each employee

• Universal Precautions: Adherence to Universal Precautions is assured through annual OSHA training. Staff are vaccinated for HBV and tested for TB once per year. Records of training, testing and vaccination are maintained by ASA's Human Resources Department.

• Client Eligibility for Oral Health Services: Required Eligibility Documentation is collected upon intake and every six months thereafter. Records are maintained in both a hard copy chart and in ASA's Provide Enterprise® database. Periodic internal monitoring is performed to ensure that documentation is present and correct.

Dental Clinic staff have been trained to perform and document the following clinical requirements outlined in the Austin TGA Standards of care continuum of care for Oral Health:

• Dental and Medical history: A complete medical and dental history is collected for each patient at intake and reviewed/updated at all subsequent appointments. Dentists review the patients' medical/dental histories for chief complaint, baseline CBC values, current CD4 and viral load results, TB screening, current medications, HIV related illness, chronic illness, allergies and drug sensitivities, sexually transmitted infection, Hepatitis A, B and C status, alcohol use, drug use, tobacco use, and any other health information which may impact provision of dental care. Compliance for this measure is tracked per appointment on the Superbill and recorded in Provide Enterprise® for reporting purposes. Monthly chart audits are also used to monitor compliance.

• Limited Physical Examination: Patients receive a limited physical examination at each dental visit, as prescribed by the Texas State Board of Dental Examiners rules. This includes obtaining and recording both a blood pressure and heart rate. If vital signs cannot be obtained, the attempt and the reason for the inability to obtain the vital signs are recorded in the patient's chart. Monthly chart audits are used to monitor compliance for this measure.

• Oral Examination: Patients receive an initial comprehensive oral evaluation and a periodic oral evaluation at least once per year thereafter. These examinations include bitewing x-rays and a panoramic x-ray when indicated. In addition, the examination includes a complete intra and extra oral examination, dental charting, an oral cancer examination, diagnosis of caries and diagnosis of other pathological conditions. Based on the findings of the examination a treatment plan is developed and presented to the patient. Compliance for this measure is tracked by verification of the treatment plan in monthly chart audits as well as through performance for the outcome measure related to the establishment of a treatment plan.

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HIV Service Category *CS-Oral Health*

• Dental Treatment Plan: As outlined above, a comprehensive treatment plan is developed for and presented to each patient after completion of the comprehensive or periodic oral examination. The plan includes treatment options for preventive care, maintenance and elimination of oral pathology. Each patient receives a new or updated treatment plan at least once per year. Compliance for this measure is tracked on the Superbill and recorded in Provide Enterprise® for reporting purposes. Monthly chart audits are also used to monitor compliance.

• Phase I Treatment Plan: A Phase I Treatment Plan is included in each comprehensive or periodic plan that is formulated and presented. Phase I treatment plans typically include treatment needed to stabilize the patient's oral health condition. This includes treatment of acute needs, elimination of infection and elimination of pain. ASA's goal is to complete Phase I treatment within one year of the date the plan is established. Completion is tracked on the Superbill and recorded in Provide Enterprise® for reporting purposes.

• Periodontal Screening/Examination: In conjunction with the annual examination, each patient receives a periodontal screening and examination which includes charting of periodontal conditions, probing to assess levels of attached gingiva and the presence of bleeding and/or purulence, an evaluation of tooth mobility and radiographic evaluation of the bone which supports the periodontium. Compliance for this measure is tracked on the Superbill and recorded in Provide Enterprise® for reporting purposes. Monthly chart audits are also used to monitor compliance.

• Oral Health Education: It is ASA's goal to provide oral health education to each patient at dental hygiene visit and every routine examination. This should be documented at a minimum of once per year. Education includes personalized oral hygiene instruction as well as education regarding dental conditions and treatment modalities. Tobacco cessation counseling and nutritional counseling are also provided when indicated. Compliance for this measure is tracked on the Superbill and recorded in Provide Enterprise® for reporting purposes. Monthly chart audits are also used to monitor compliance.

• Referrals: Dental Clinic staff are trained to document both the initiation and the outcome of all referrals to outside providers. This documentation is maintained in the patient's electronic dental record. Monthly chart audits are used to monitor compliance for this measure.
• Documentation: Documentation of eligibility for each patient is maintained in hard copy and in Provide Enterprise®. All clinical documentation is maintained in the patient's electronic dental record. Compliance is tracked by various means to include monthly chart audits and quarterly reporting by the Systems and Facilities Administrator.

Compliance with Ryan White Part A Program Monitoring Standards

I. Maintain a dental chart for each client that is signed by the licensed provider and includes a treatment plan, services provided, and any referrals made

During the initial intake appointment (IT1) the patient fills out all of the necessary paperwork. That paperwork becomes a permanent part of the hard copy of the patients' chart. During the second intake appointment (IT2) x-rays are taken and a treatment plan is developed. These are included in that patient's digital chart. After each treatment appointment, the provider makes a note in the patient chart, digitally signs that note, completes treatment on the treatment plan, and uses the Dental Clinic diagnostic code form called the "superbill" to make the Patient Services Specialist aware of the treatment that was completed during that appointment. Entries are made to both the scheduling system and Provide Enterprise® database using the superbill form.

If the patient is in need of specialty care by way of referral, the Dentist fills out the necessary paperwork and the Patient Services Specialist faxes that paperwork to the subcontractor/dental specialist indicated. Referrals are tracked primarily through Provide Enterprise® as well as in the patient chart. After the patient attends the appointment with the dental specialist, the Dental Clinic receives a bill that serves as an indicator that the patient did, in fact, follow through with the treatment for which they were referred.

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HIV Service Category *CS-Oral Health*

Annually, the Lead Dentist and Director of Dental Services audit 120 unduplicated patient records from patients receiving treatment through the Dental Clinic. In order to evaluate data on a more timely/ongoing basis, the audits are divided into monthly audits of a minimum of ten patient records per review. A random sample is drawn reflecting each clinical provider (dentist or hygienist) proportionate to his/her hourly contribution to total clinical FTEs. Using clinical indicators developed annually by the Director of Dental Services and Lead Dentist, quality assurance issues and trends are documented and then findings and plans of correction are reviewed with the Dental Clinic staff. Retraining or additional training is identified and conducted with staff as appropriate. The chart audits aid clinicians with several areas of quality control and ensure continuous quality dental services are provided. Quality Management Clinical Indicators, the chart audit review tool and related procedures/processes are evaluated continuously by the Director of Dental Services, Lead Dentist, and the Chief Programs Officer. Processes may be modified including forms, frequency of chart reviews, the review period, and clinical indicators. Additional charts may also be selected for review as indicated by this ongoing program evaluation.

ii. Maintain, and provide to grantee on request, copies of professional licensure and certification

Proof of professional licensure of all clinicians is maintained in two locations: at ASA's main office in the secure personnel files of each employee and at the Dental Clinic facility. Original licenses and certifications are posted in plain view on a bulletin board at the Clinic, as required by licensing and credentialing authorities. Clinical providers are charged with providing proof of current licensure and registration annually, or as certifications are renewed, and forwarding such documentation to ASA's Human Resources (HR) department. State licensing authorities such as the Texas State Board of Dental Examiners (TSBDE) and the Drug Enforcement Agency (DEA) provide online database access to check and print current licensure and certifications. Clinical providers may provide a copy of their most recent license/certification or access one of the databases and forward a copy of the database results to HR.

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

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Program Performance for HIV Service Category

Period Performance Start 1/1/2018 ***Period Performance End*** 12/31/2018

Outputs

HIV Service Category ***CS-Oral Health***

	Output Measure Description ***How Data Is Compiled***	***Period Goal*** ***Initial/Previous***	***Adjusted***	***Target***
OP1	AIDS Services of Austin will provide 600 Units of Oral Health care services at the maximum Annual authorization level and at least 209 UNITS of service for the Initial award level. One unit of service = One visit Using the Provide® Enterprise data reporting feature and ARIES the Senior Program Analyst will generate reports to determine the number of services provided each month.	600		**600**
OP2	AIDS Services of Austin will provide Oral Health Care services to 180 Clients at the maximum Annual authorization level and at least 52 unduplicated CLIENTS for the Initial award level. Of the Initial goal, the projected numbers of New and Continuing clients are: 2a. Approximately 42 CONTINUING unduplicated clients for the term period 2b. Approximately 10 NEW unduplicated clients for the term period Using the Provide® Enterprise data reporting feature and ARIES the Senior Program Analyst will generate reports to determine the number of clients served each month.	180		**180**

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Program Performance for HIV Service Category

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Outcomes

HIV Service Category ***CS-Oral Health***

	Outcome Measure Description ***What Data Is Collected*** ***How Data Is Compiled*** ***When Data Is Evaluated***	***Period Goal*** ***Numerator***	***Denominator***	***Target Percent***
OC1	Percentage of HIV-infected oral health patients who had a dental and medical health history (initial or updated) at least once in the measurement year (Outcome target = 95%) Numerator = Number of HIV infected oral health patients who had a dental and medical health history (initial or updated) at least once in the measurement year Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year Patient Exclusions: 1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year 2. Patients who were <12 months old.	52	52	100.00

Dental and Medical history (initial or updated), clinical oral evaluation, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Patient receipt of dental and medical history (initial or updated), clinical oral evaluation, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit. Results will be entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:

a) the unduplicated clients that received a dental and medical history (initial or updated) during the reporting period,
b) the unduplicated clients that received a clinical oral evaluation during the reporting period, and
c) the unduplicated clients that received an evaluation or treatment for a dental emergency only, during the reporting period.

Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients who were less than 12 months old.

All results of all four reports will be used to determine the number of patients to achieve the outcome.

The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

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The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

Data on service delivery is collected and evaluated at each patient visit.

OC2	Percentage of HIV-infected oral health patients who had a dental treatment plan developed and/or updated at least once in the measurement year (Outcome target = 90%) Numerator = Number of HIV infected oral health patients who had a dental treatment plan developed and/or updated at least once in the measurement year Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year. Patient Exclusions: 1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year 2. Patients who were <12 months old.	52	52	100.00

Dental Treatment plan developed or updated, clinical oral evaluation, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Patient receipt of the development or update of a dental treatment plan, clinical oral evaluation, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit. Results will be entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:
a) the unduplicated clients that had a dental treatment plan developed or updated during the reporting period,
b) the unduplicated clients that received a clinical oral evaluation during the reporting period, and
c) the unduplicated clients that received an evaluation or treatment for a dental emergency only during the reporting period.

Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients who were less than 12 months old.

All results of all four reports will be used to determine the number of patients to achieve the outcome.

The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data

fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

Data on service delivery is collected and evaluated at each patient visit.

OC3	Percentage of HIV-infected oral health patients who received oral health education at least once in the measurement year (Outcome target = 95%) Numerator = Number of HIV infected oral health patients who received oral health education at least once in the measurement year Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year Patient Exclusions: 1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year 2. Patients who were <12 months old.	52	52	100.00

Oral Health Education data will be documented in the patient chart by the Dental Hygienist at each patient visit. Clinical oral evaluation, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Patient receipt of Oral Health Education will be noted by the Dental Hygienist and documented on the record of procedures provided at each patient visit. Clinical oral evaluation, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit. Results will be entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:

a) the unduplicated clients that received oral health education during the reporting period,
b) the unduplicated clients that received a clinical oral evaluation during the reporting period, and
c) the unduplicated clients that received an evaluation or treatment for a dental emergency only during the reporting period.

Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients who were less than 12 months old. All results of all four reports will be used to determine the number of patients to achieve the outcome. The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

Data on service delivery is collected and evaluated at each patient visit.

OC4	Percentage of HIV-infected oral health patients who had a	52	52	100.00

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periodontal screen or examination at least once in the measurement year (Outcome target = 90 %)

Numerator = Number of HIV infected oral health patients who had a periodontal screen or examination at least once in the measurement year

Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year

Patient Exclusions:
1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year
2. Edentulous patients (complete)
3. Patients who were <13 years

Periodontal Screening or examination data will be documented in the patient chart by the Dental Hygienist at each patient visit. Clinical oral evaluation, patient edentulism (complete), and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Patient receipt of Periodontal screening or examination will be noted by the Dental Hygienist and documented on the record of procedures provided at each patient visit. Clinical oral evaluation, patient edentulism, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit.

Results will be entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:
a) the unduplicated clients that received periodontal screening or examination during the reporting period,
b) the unduplicated clients that received a clinical oral evaluation during the reporting period,
c) the unduplicated clients that received an evaluation or treatment for a dental emergency only during the reporting period, and
d) the unduplicated clients that are edentulous (complete) during the reporting period.

Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients aged 13 years or older. All results of all five reports will be used to determine the number of patients to achieve the outcome. The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

Data on service delivery is collected and evaluated at each patient visit.

OC5	Percentage of HIV-infected oral health patients with a Phase 1 treatment plan that is completed within 12 months of establishing a treatment plan (Outcome target = 80%)	52	52	100.00

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Numerator = Number of HIV infected oral health patients that completed a Phase 1 treatment within 12 months of establishing a treatment plan

Denominator = Number of HIV infected oral health patients with a Phase 1 treatment plan in the year prior to the measurement year

Patient Exclusions:
1) Patients who had only an evaluation or treatment for a dental emergency in the year prior to the measurement year

Phase 1 treatment completion data, treatment plan established, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Completion of Phase I treatment, treatment plan established and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit.
Results will be entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:
a) the unduplicated clients completed a Phase 1 treatment plan within 12 months of establishing a treatment plan during the reporting period, and
b) the unduplicated clients with a Phase 1 treatment plan in the year prior to the measurement year, and
c) the unduplicated clients that received an evaluation or treatment for a dental emergency only during the year prior to the measurement year.

All results of all three reports will be used to determine the number of patients to achieve the outcome.

The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

Data on service delivery is collected and evaluated at each patient visit.

Program Budget for HIV - Direct Services

Program Start Date 1/1/2018 Program End Date 12/31/2018

Service Category	Personnel	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
CS-Oral Health	90,830.00	16,630.00	3,800.00	0.00	11,050.00	0.00	35,150.00	**157,460.00**
SS-Referral for Health Care-Supportive Svcs	5,900.00	0.00	0.00	0.00	0.00	0.00	0.00	**5,900.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Subtotal	**96,730.00**	**16,630.00**	**3,800.00**	**0.00**	**11,050.00**	**0.00**	**35,150.00**	**163,360.00**

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Program Budget for HIV - Administrative Services

Program Start Date 1/1/2018 Program End Date 12/31/2018

Service Category	*Personnel*	*Fringe*	*Travel*	*Equipment*	*Supplies*	*Contractuals*	*Other*	*Subtotal*
CS-Oral Health	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
SS-Referral for Health Care-Supportive Svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Subtotal	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

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Program Budget for HIV - Combined Services and Narrative

Program Start Date 1/1/2018 Program End Date 12/31/2018

Service Category	*Personnel*	*Fringe*	*Travel*	*Equipment*	*Supplies*	*Contractuals*	*Other*	*Subtotal*
CS-Oral Health	90,830.00	16,630.00	3,800.00	0.00	11,050.00	0.00	35,150.00	**157,460.00**
SS-Referral for Health Care-Supportive Svcs	5,900.00	0.00	0.00	0.00	0.00	0.00	0.00	**5,900.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Subtotal	**96,730.00**	**16,630.00**	**3,800.00**	**0.00**	**11,050.00**	**0.00**	**35,150.00**	**163,360.00**

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Program Budget for HIV - Combined Services and Narrative

Service Category	*Budget Narrative*
CS-Oral Health	Above amounts reflect the current Maximum annual authorization levels for Costs listed below; the corresponding Initial award levels are contained within the uploaded spreadsheets. PERSONNEL COSTS: Salaries & Fringe Benefits for Dental Assistant, Patient Services Specialist, Floating Hygienist, Dentist, Dental Assistant, Lead Dentist, Hygienist, Lead Dental Asst., Patient Navigator, Dental Services Director,(Vacant) Dentist, and Dental Hygienist. TRAVEL: Dental Program budget for staff travel and training split proportionately by eligible funding source and/or FTEs, as applicable. SUPPLIES: Supply Expenses are allocated per FTE or as allocated per funding source including: Dental Medications, Dental Supplies, Education Supplies, Medical Supplies, Office Expense, Office Supplies, and Infection Control. OTHER: Expenses are allocated per FTE or as allocated per funding source, including: Computer Service (Eaglesoft/Vintage), Contract Services (Other), Dental Lab Services, Dues & Memberships, Infection Control, Insurance - Malpractice, Licenses & Permits, Payroll Expense (Not S&W), Rent, Utilities, Telephone, and Uniforms.
SS-Referral for Health Care-Supportive Svcs	Above amounts reflect the current Maximum annual authorization levels of indicated costs for Support; the corresponding Initial award levels are contained within the uploaded spreadsheets. Partial salary for one position (dental clinic receptionist) is budgeted in Referral, per HRSA instruction

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REQUIRED PERFORMANCE and FINANCIAL REPORTS

Summary for FY 2018 Ryan White Part C Grant Agreements and Contracts

Partial list of required forms and reports, to be submitted no later than the indicated due dates:

Reporting Requirements	Due Dates/ Detail
ARIES Monthly Data Report and **ARIES YTD Data Report** (for each sub/service category: Actual Units delivered and Unduplicated Clients served for the billed month, and also cumulative Year-to-Date (YTD) totals. For MAI program – breakdown by target group is also required)	Ongoing ARIES data input is required. Two ARIES Data Reports are due monthly, no later than the 15th of each month for the previous month, uploaded to CIODM (Community Information Online Data Management) system
Monthly Performance Report and **Monthly Financial Summary spreadsheets**, including Program Income and Administrative Expenditures	Due no later than the 15th of each month for the previous month, uploaded as **complete MS Excel files** into CIODM system
(As applicable for each month where expenditures or performance are not within expected range): **Monthly Expenditure and Performance Variance Report** by HIV Service Category (submitted in **MS Word** format)	For each service category that meets criteria (instructions on form), a separate form is due no later than the 15th of each month, **uploaded as MS Word formatted file** into CIODM system
Contract Detail for Monthly Expenditures Report (general ledger/financial system transactions documentation) - *Monthly and cumulative YTD total Expenditures should match those in the Monthly Financial Summary and online CIODM forms*	Submit contract actual monthly & YTD expenditures report generated from the Contractor's financial management system. Due no later than the 15th of each month for the previous month, uploaded to CIODM system
Semi-Annual OUTCOME Performance Measures report with cumulative YTD client results for numerators, denominators, and percentage rates achieved	July 15, 2018 (initial 6-month report) and February 14, 2018 (final 12-month cumulative YTD report) on forms and following instructions as provided by City
Ryan White Program Services Report (RSR) for calendar year 2018 submitted online into HRSA's EHB system, or as directed	February 2019, or as directed by City – for period January through December 2018
Administrative and Fiscal Review (AFR) Annual report with all required attachments submitted in CIODM, or as directed	May 31, 2018, or as directed by City
Final Term Period Closeout Report for January 1 – December 31, 2018 inclusive	February 14, 2019
Annual Financial Report with independent auditor's Management Letter and all related items	270 calendar days after close of provider agency's fiscal year

Amendment No. 1
to
Agreement No. NG170000026
for
Social Services
between
AIDS SERVICES OF AUSTIN, INC.
and the
CITY OF AUSTIN

1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.

2.0 The total amount for this Amendment to the Agreement is ***Eighty Four Thousand and Thirty One dollars*** **($84,031).** The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Jan. 1, 2017 – Dec. 31, 2017)	n/a	$ 81,680
Amendment No. 1: Add funds to Agreement and modify Program Exhibits	$ 84,031	$ 165,711

3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance for HIV Service Category is deleted in its entirety and replaced with **Exhibit A.2 -- Program Performance for HIV Service Category** *[Revised 8/7/2017]*

Exhibit B.1.1 -- Program Budget for HIV Direct Services deleted in its entirety and replaced with **Exhibit B.1.1 -- Program Budget for HIV Direct Services** *[Revised 8/4/2017]*

Exhibit B.1.2 -- Program Budget for HIV Administrative Services deleted in its entirety and replaced with **Exhibit B.1.2 -- Program Budget for HIV Administrative Services** *[Revised 8/4/2017]*

Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrrative deleted in its entirety and replaced with **Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrrative** *[Revised 8/4/2017]*.

4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 12 month term shall not exceed the amount approved by City Council, which is **$165,711 (*One Hundred Sixty Five Thousand Seven Hundred Eleven dollars*)**, and

4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 12 month term shall not exceed the amount approved by City Council, which is $1,427,903 (*One Million Four Hundred Twenty Seven Thousand Nine Hundred and Three dollars*), and $1,427,903 (*One Million Four Hundred Twenty Seven Thousand Nine Hundred and Three dollars*) per 12 month extension option, for a total Agreement amount of $4,283,709. Continuation of the Agreement beyond the initial 12 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.2.1 For the Program Period of *3/1/2017* through *2/28/2018*, the payment from the City to the Grantee shall not exceed $1,427,903 (*One Million Four Hundred Twenty Seven Thousand Nine Hundred and Three dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: _____

Paul Scott, Chief Executive Officer
AIDS Services of Austin, Inc.
7215 Cameron Road
Austin, Texas 78752

Date: 8/17/17

CITY OF AUSTIN

Signature: _____

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 9/8/17

Program Performance for HIV Service Category

Period Performance Start 1/1/2017 ***Period Performance End*** 12/31/2017

Outputs

HIV Service Category ***CS-Oral Health***

		Period Goal		
	Output Measure Description	***Initial***	***Adjusted***	***Target***
	How Data Is Compiled			
OP1	AIDS Services of Austin will provide 701 UNITS of service during the term period January 1, 2017 through December 31, 2017. One unit of service = One visit Patient receipt of dental services will be collected and compiled using the ARIES and Provide® databases. Using the Provide® Enterprise data reporting feature the Programs Specialist will generate monthly reports to determine the number of units of services provided during the reporting period. The Program Director will analyze the reports for validity.	346	355	**701**
OP2	AIDS Services of Austin will provide Oral Health Care services to 175 total unduplicated CLIENTS during the term period January 1, 2017 through December 31, 2017. Of this Total, the projected numbers of New and Continuing clients are: 2a. Approximately 140 CONTINUING unduplicated clients for the term period 2b. Approximately 35 NEW unduplicated clients for the term period Patient receipt of dental services will be collected and compiled using the ARIES and Provide® databases. Using the Provide® Enterprise data reporting feature the Programs Specialist will generate monthly reports to determine the unduplicated clients that received a dental service during the reporting period. The Program Director will analyze the reports for validity.	86	89	**175**

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Program Performance for HIV Service Category

Period Performance Start 1/1/2017 ***Period Performance End*** 12/31/2017

Outcomes

HIV Service Category ***CS-Oral Health***

	Outcome Measure Description ***What Data Is Collected*** ***How Data Is Compiled*** ***When Data Is Evaluated***	***Period Goal*** ***Numerator***	***Denominator***	***Target Percent***
OC1	Percentage of HIV-infected oral health patients who had a dental and medical health history(initial or updated) at least once in the measurement year (Outcome target = 95%) Numerator = Number of HIV infected oral health patients who had a dental and medical health history (initial or updated) at least once in the measurement year. Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year. Patient Exclusions: 1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year. 2. Patients who were <12 months old. Dental and Medical history (initial or updated), clinical oral evaluation, and evaluation or emergency treatment is documented in the patient chart by the Dentist at each patient visit. Patient receipt of dental and medical history (initial or updated), clinical oral evaluation, and evaluation or emergency treatment is noted by the Dentist and documented on the record of procedures provided at each patient visit. Results are entered into the Dentrix and Provide® databases by the office staff. Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine: a)the unduplicated clients that received a dental and medical history (initial or updated) during the reporting period, and b)the unduplicated clients that received a clinical oral evaluation during the reporting period, and c)the unduplicated clients that received an evaluation or treatment for a dental emergency only, during the reporting period. Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients who were less than 12 months old. All results of all three reports are used to determine the number of patients to achieve the outcome. The Director of Dental Services will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.	157	166	94.58

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The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

July 15, 2017
Closeout (Feb. 15, 2018)

OC2	Percentage of HIV-infected oral health patients who had a dental treatment plan developed and/or updated at least once in the measurement year (Outcome target = 90%)	142	158	89.87

Numerator = Number of HIV infected oral health patients who had a dental treatment plan developed and/or updated at least once in the measurement year.

Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year.

Patient Exclusions:
1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year.
2. Patients who were <12 months old.

Dental Treatment plan developed or updated, clinical oral evaluation, and evaluation or emergency treatment is documented in the patient chart by the Dentist at each patient visit.

Patient receipt of the development or update of a dental treatment plan, clinical oral evaluation, and evaluation or emergency treatment is noted by the Dentist and documented on the record of procedures provided at each patient visit. Results are entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:
a)the unduplicated clients that had a dental treatment plan developed or updated during the reporting period,
b)the unduplicated clients that received a clinical oral evaluation during the reporting period, and
c)the unduplicated clients that received an evaluation or treatment for a dental emergency only during the reporting period.

Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients who were less than 12 months old.

All results of all three reports are used to determine the number of patients to achieve the outcome.

The Director of Dental Services will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care

procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

July 15, 2017
Closeout (Feb. 15, 2018)

OC3	Percentage of HIV-infected oral health patients who received oral health education at least once in the measurement year (Outcome target = 95%)	157	166	94.58

Numerator = Number of HIV infected oral health patients who received oral health education at least once in the measurement year.

Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year.

Patient Exclusions:
1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year.
2. Patients who were <12 months old.

Oral Health Education data is documented in the patient chart by the Dental Hygienist at each patient visit. Clinical oral evaluation, and evaluation or emergency treatment is documented in the patient chart by the Dentist at each patient visit.

Patient receipt of Oral Health Education is noted by the Dental Hygienist and documented on the record of procedures provided at each patient visit. Clinical oral evaluation, and evaluation or emergency treatment is noted by the Dentist and documented on the record of procedures provided at each patient visit. Results are entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:
a)the unduplicated clients that received oral health education during the reporting period,
b)the unduplicated clients that received a clinical oral evaluation during the reporting period, and
c)the unduplicated clients that received an evaluation or treatment for a dental emergency only during the reporting period.

Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients who were less than 12 months old. All results of all three reports are used to determine the number of patients to achieve the outcome. The Director of Dental Services analyzes the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

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Program Performance for HIV Service Category

Period Performance Start 1/1/2017 ***Period Performance End*** 12/31/2017

July 15, 2017
Closeout (Feb. 15, 2018)

OC4	Percentage of HIV-infected oral health patients who had a periodontal screen or examination at least once in the measurement year (Outcome target = 80%)	132	166	79.52

Numerator = Number of HIV infected oral health patients who had a periodontal screen or examination at least once in the measurement year.

Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year.

Patient Exclusions:
1. Patients who had only an evaluation or treatment for a dental emergency in the measurement year.
2. Edentulous patients (complete).
3. Patients who were <13 years.

Periodontal Screening or examination data is documented in the patient chart by the Dental Hygienist at each patient visit. Clinical oral evaluation, patient edentualism (complete), and evaluation or emergency treatment is documented in the patient chart by the Dentist at each patient visit.

Patient receipt of Periodontal screening or examination is noted by the Dental Hygienist and documented on the record of procedures provided at each patient visit. Clinical oral evaluation, patient edentualism, and evaluation or emergency treatment is noted by the Dentist and documented on the record of procedures provided at each patient visit. Results are entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:
a)the unduplicated clients that received periodontal screening or examination during the reporting period,
b)the unduplicated clients that received a clinical oral evaluation during the reporting period,
c)the unduplicated clients that received an evaluation or treatment for a dental emergency only during the reporting period, and
d)the unduplicated clients that are edentulous (complete) during the reporting period.

Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients aged 13 years or older. All results of all four reports are used to determine the number of patients to achieve the outcome. The Director of Dental Services analyzes the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

July 15, 2017

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Program Performance for HIV Service Category

Period Performance Start 1/1/2017 ***Period Performance End*** 12/31/2017

Closeout (Feb. 15, 2018)

OC5	Percentage of HIV-infected oral health patients with a Phase 1 treatment plan that is completed within 12 months of establishing a treatment plan (Outcome target = 80%) Numerator = Number of HIV infected oral health patients that completed Phase 1 treatment within 12 months of establishing a treatment plan. Denominator = Number of HIV infected oral health patients with a Phase 1 treatment plan established in the year prior to the measurement year. Patient Exclusions: 1. Patients who had only an evaluation or treatment for a dental emergency in the year prior to the measurement year.	112	140	80.00

Phase 1 treatment completion data, treatment plan established, and evaluation or emergency treatment is documented in the patient chart by the Dentist at each patient visit.

Completion of Phase I treatment, treatment plan established and evaluation or emergency treatment is noted by the Dentist and documented on the record of procedures provided at each patient visit. Results are entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:
a)the unduplicated clients completed a Phase 1 treatment plan within 12 months of establishing a treatment plan during the reporting period,
b)the unduplicated clients with a Phase 1 treatment plan in the year prior to the measurement year, and
c)the unduplicated clients that received an evaluation or treatment for a dental emergency only during the year prior to the measurement year.

All results of all three reports are used to determine the number of patients to achieve the outcome.

The Director of Dental Services will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

July 15, 2017
Closeout (Feb. 15, 2018)

Created: 1/10/2017 3:56:00 PM ***Last Modified:*** 8/7/2017 5:09:00 PM

Program Budget for HIV - Direct Services

Program Start Date 1/1/2017 Program End Date 12/31/2017

Service Category	Personnel	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
CS-Oral Health	84,766.00	16,919.00	1,219.00	0.00	10,690.00	26,638.00	19,621.00	**159,853.00**
SS-Referral for Health Care-Supportive Svcs	5,858.00	0.00	0.00	0.00	0.00	0.00	0.00	**5,858.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Subtotal	**90,624.00**	**16,919.00**	**1,219.00**	**0.00**	**10,690.00**	**26,638.00**	**19,621.00**	**165,711.00**

Created: 1/10/2017 3:32:00 PM ***Last Modified:*** 8/4/2017 2:05:00 PM

Program Budget for HIV - Administrative Services

Program Start Date 1/1/2017 Program End Date 12/31/2017

Service Category	Personnel	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
CS-Oral Health	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
SS-Referral for Health Care-Supportive Svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Subtotal	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Created: 1/10/2017 3:32:00 PM ***Last Modified:*** 8/4/2017 2:05:00 PM

Program Budget for HIV - Combined Services and Narrative

Program Start Date 1/1/2017 Program End Date 12/31/2017

Service Category	Personnel	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
CS-Oral Health	84,766.00	16,919.00	1,219.00	0.00	10,690.00	26,638.00	19,621.00	**159,853.00**
SS-Referral for Health Care-Supportive Svcs	5,858.00	0.00	0.00	0.00	0.00	0.00	0.00	**5,858.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Subtotal	**90,624.00**	**16,919.00**	**1,219.00**	**0.00**	**10,690.00**	**26,638.00**	**19,621.00**	**165,711.00**

Created: 1/10/2017 3:32:00 PM ***Last Modified:*** 8/4/2017 2:05:00 PM

Program Budget for HIV - Combined Services and Narrative

Service Category	*Budget Narrative*
CS-Oral Health	PERSONNEL COSTS: Salaries & Fringe Benefits for Dental Assistant, Patient Services Specialist, Floating Hygienist, Dentist, Dental Assistant, Lead Dentist, Hygienist, Lead Dental Asst., Patient Navigator, Dental Services Director,(Vacant) Dentist, and Dental Hygienist. TRAVEL: Dental Program budget for staff travel and training split proportionately by eligible funding source and/or FTEs, as applicable. SUPPLIES: Supply Expenses are allocated per FTE or as allocated per funding source including: Dental Medications, Dental Supplies, Education Supplies, Medical Supplies, Office Expense, Office Supplies, and Infection Control. OTHER: Expenses are allocated per FTE or as allocated per funding source, including: Computer Service (Eaglesoft/Vintage), Contract Services (Other), Dental Lab Services, Dues & Memberships, Infection Control, Insurance - Malpractice, Licenses & Permits, Payroll Expense (Not S&W), Rent, Utilities, Telephone, and Uniforms.
SS-Referral for Health Care-Supportive Svcs	Partial salary for one position (dental clinic receptionist) is budgeted in Referral, per HRSA instruction

Created: 1/10/2017 3:32:00 PM *Last Modified:* 8/4/2017 2:05:00 PM

M E M O R A N D U M

City of Austin
Financial Services Department
Purchasing Office

DATE: 03/21/2017

TO: Memo to File

FROM: Marty James, Buyer II

RE: MA 9100 NG170000026 AIDS Services of Austin, Inc.

This contract was created and administered by Public Health. All original documents are located with the department. The Purchasing Office is not responsible for any procurement action for this contract other the creation of the payment mechanism for accounting purposes.

AGREEMENT BETWEEN

THE CITY OF AUSTIN
AND
AIDS SERVICES OF AUSTIN, INC.
FOR

SOCIAL SERVICES

AGREEMENT NO. NG170000026

AGREEMENT AMOUNT: $81,680

This Agreement is made by and between the City of Austin (the City) acting by and through its Austin Public Health department (APH), a home-rule municipality incorporated by the State of Texas, and AIDS Services of Austin, Inc. (Grantee), a Texas non-profit corporation, having offices at 7215 Cameron Road, Austin, TX 78752.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Grantee**. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Grantee is engaged to provide the services set forth in the attached Agreement Exhibits.

1.2 **Responsibilities of the Grantee**. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

1.3 **Responsibilities of the City**. The City's Agreement Manager will be responsible for exercising general oversight of the Grantee's activities in completing the Program Work Statement. Specifically, the Agreement Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Grantee, and shall approve all requests for payment, as appropriate. The City's Agreement Manager shall give the Grantee timely feedback on the acceptability of progress and task reports. The Agreement Manager's oversight of the Grantee's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Grantee.

1.4 **Designation of Key Personnel**. The City's Agreement Manager for this Agreement, to the extent stated in the preceding Section 1.3, shall be responsible for oversight and monitoring of Grantee's performance under this Agreement as needed to represent the City's interest in the Grantee's performance.

1.4.1 The City's Agreement Manager or designee:

- may meet with Grantee to discuss any operational issues or the status of the services or work to be performed; and

-shall promptly review all written reports submitted by Grantee, determine whether the reports comply with the terms of this Agreement, and give Grantee timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Grantee's Agreement Manager, Paul Scott, Executive Director, or designee, shall represent the Grantee with regard to performance of this Agreement and shall be the designated point of contact for the City's Agreement Manager.

1.4.3 If either party replaces its Agreement Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Agreement.** The Agreement shall be in effect for a term of 12 months beginning January 1, 2017 through December 31, 2017, and may be extended thereafter for up to 5 additional 12 month periods, subject to the approval of the Grantee and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Grantee agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in the attached Agreement Exhibits in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial number month term shall not exceed the amount approved by City Council, which is **$81,680 (*Eighty One Thousand Six Hundred Eighty dollars*)**, and $81,680 (*Eighty One Thousand Six Hundred Eighty dollars*) per number month extension option, for a total Agreement amount of $490,080. Continuation of the Agreement beyond the initial number months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.1 The Grantee shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 Budget Revision: The Grantee may make transfers between or among the approved budget categories with the City Agreement Manager's prior approval, provided that:

i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– $50,000, whichever is less;
ii. the transfers will not increase or decrease the total monetary obligation of the City under this Agreement; and
iii. the transfers will not change the nature, performance level, or scope of the program funded under this Agreement.

4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than $50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

i. The Grantee must submit a Budget Revision Form to the City **prior** to the submission of the Grantee's first monthly billing to the City following the transfer.

4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of *1/1/2017* through *12/31/2017*, the payment from the City to the Grantee shall not exceed $81,680 (*Eighty One Thousand Six Hundred Eighty dollars*).

4.2 **Requests for Payment.** Payment to the Grantee shall be due 30 calendar days following receipt by the City of Grantee's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at http://www.ctkodm.com/austin/. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Standard Time 15 calendar days following the end of the month covered by the request and expenditure report. **If the 15th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Standard Time of the 1st weekday immediately following the weekend or holiday. Grantee must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City Agreement expenditures generated from the Grantee's financial management system.** Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the Grantee's financial management system
- Profit & Loss Detail report from the Grantee's financial management system
- Check ledger from the Grantee's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

4.2.1 Unless otherwise expressly authorized in the Agreement, the Grantee shall pass through all Subagreement and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, state taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 **Payment.**

4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Grantee to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Grantee;

4.3.3.2 third party claims, which are not covered by the insurance which the Grantee is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of the Grantee to pay Subgrantees, or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or Grantees, which is not covered by insurance required to be provided by the Grantee;

4.3.3.5 reasonable evidence that the Grantee's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of the Grantee to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;

4.3.3.7 failure of the Grantee to comply with any material provision of the Agreement; or

4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Grantee under the terms of the Agreement will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (Rates) as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Grantee, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Grantee to comply with the Agreement or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Grantee's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Grantee against the City other than those previously asserted in writing and not yet settled.

4.7 **Financial Terms.**

4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Agreement.

4.7.3 Payments to the Grantee will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the Grantee is in full compliance.

4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the

Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

4.7.5 Grantee agrees to refund to the City any funds paid under this Agreement which the City determines have resulted in overpayment to Grantee or which the City determines have not been spent by Grantee in accordance with the terms of this Agreement. Refunds shall be made by Grantee within 30 calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Grantee, and the City may also deduct any loss, cost, or expense caused by Grantee from funds otherwise due.

4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

4.7.7 Grantee is required to utilize an online Agreement management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Grantee is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Grantee shall expend the City budget in a reasonable manner in relation to Agreement time elapsed and/or Agreement program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Grantee to: 1) submit an expenditure plan, and/or 2) amend the Agreement budget amount to reflect projected expenditures, as determined by the City.

4.8 **Allowable and Unallowable Costs.**

The City shall make the final determination of whether a cost is allowable or unallowable under this Agreement.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

4.8.2 To be allowable under this Agreement, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Agreement.
2. Conform to any limitations or exclusions set forth in this Agreement.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The

item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over $5,000
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees
14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

4.9 **Reports.**

4.9.1 Grantee must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Agreement Manager using the forms shown at http://www.ctkodm.com/austin/ by the deadline outlined in Section 4.2. Grantee must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Grantee in an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Grantee shall submit a quarterly performance report using the format and method specified by the City no later than 5:00 p.m. Central Time 15 calendar days following each calendar quarter. If the 15th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Standard Time of the 1st weekday immediately following the weekend or holiday. Grantee shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at *http://www.ctkodm.com/austin/*, shall be completed by the Grantee and submitted to the City within 60 calendar days following the end of each Program Period identified in Section 4.1.2.

4.9.4 A Contract Closeout Summary Report using the forms shown at *http://www.ctkodm.com/austin/* shall be completed by the Grantee and submitted to the City within 60 calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at *http://www.ctkodm.com/austin/*, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Grantee shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Agreement as required by the City.

4.10 **Grantee Policies and Procedures.**

4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (*DBA*) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

4.11 **Monitoring and Evaluation.**

4.11.1 Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Agreement. Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure

to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

4.11.4 Grantee shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 **Financial Audit of Grantee.**

4.12.1 In the event Grantee expends $750,000 or more in a year in federal awards, Grantee shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Grantee's fiscal year until the end of the term of this Agreement.

4.12.2 If Grantee is not subject to the Single Audit Act, and expends $750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than $750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

4.12.3 Grantee shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

i. That the auditor completed the financial audit report/financial review report received from the Grantee;
ii. That the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board, and;
iii. The date the financial audit report/financial review report was presented to the Grantee's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and GAAS, in a Grantee's audit requires the creation and submission to the City of a corrective action plan formally approved by the Grantee's

governing board. The plan must be submitted to the City within 60 days after the audit is submitted to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Agreement shall in no way relieve the Grantee of the audit requirement set forth in this Section.

4.12.9 **Right To Audit By Office of City Auditor.**

4.12.9.1 Grantee agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Grantee related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to cooperate with this audit provision. The Grantee shall retain all such records for a period of 5 years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Grantee shall include this audit requirement in any subagreements entered into in connection with this Agreement.

4.13 **Ownership of Property.**

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement and in accordance with the provisions of the Agreement, is vested with the City and such property shall, upon termination of the Agreement, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within 5 calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than 1 year and an acquisition cost, including freight, of over $5,000 in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the Annual Agreement Progress Report, due 60 days after the end of each Program Period, as well as in the Agreement Closeout Summary Report, due 60 days after the end of the Agreement Term.

4.13.3 In the event Grantee's services are retained under a subsequent agreement, and should Grantee satisfactorily perform its obligations under this Agreement, Grantee shall be able to retain possession of non-expendable property purchased under this Agreement for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to the Grantee 2 years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

5.1 **Right To Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

5.2 **Default.** The Grantee shall be in default under the Agreement if the Grantee (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Grantee's Offer, or in any report or deliverable required to be submitted by Grantee to the City.

5.3 **Termination For Cause.** In the event of a default by the Grantee, the City shall have the right to terminate the Agreement for cause, by written notice effective 10 calendar days, unless otherwise specified, after the date of such notice, unless the Grantee, within such 10 day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Grantee on probation for a specified period of time within which the Grantee must correct any non-compliance issues. Probation shall not normally be for a period of more than 9 months; however, it may be for a longer period, not to exceed 1 year depending on the circumstances. If the City determines the Grantee has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Grantee from the City's vendor list for up to 5 years and any Offer submitted by the Grantee may be disqualified for up to 5 years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Grantee's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

5.4 **Termination Without Cause.** The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon 30 calendar-days prior written notice. Upon receipt of a notice of termination, the Grantee shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Grantee, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

5.5 **Fraud.** Fraudulent statements by the Grantee on any Offer or in any report or deliverable required to be submitted by the Grantee to the City shall be grounds for the termination of the Agreement for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

6.1 **Insurance.** The following insurance requirements apply.

6.1.1 **General Requirements**

6.1.1.1 The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.

6.1.1.2 The Grantee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Agreement execution and within 14 calendar days after written request from the City.

6.1.1.3 The Grantee must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Grantee shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Grantee hereunder and shall not be construed to be a limitation of liability on the part of the Grantee.

6.1.1.5 The Grantee must maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

6.1.1.6 The Grantee's and all Subgrantees' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Grantee's email address, and shall be mailed to the following address:

City of Austin
Austin Public Health
ATTN: Contract Management Team
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and the Grantee, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Grantee shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Grantee.

6.1.1.12 The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

6.1.1.13 The Grantee shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Grantee shall endeavor to provide the City 30 calendar-days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

6.1.2 **Specific Coverage Requirements.** The Grantee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Grantee.

6.1.2.1 **Commercial General Liability Insurance**. The minimum bodily injury and property damage per occurrence are $500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Agreement and all other Agreements related to the project

6.1.2.1.2 Independent Grantee's Coverage

6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

6.1.2.1.5 Thirty calendar-days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

6.1.2.1.6 The "City of Austin" listed as an additional insured, Endorsement CG 2010, or equivalent coverage

6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of $500,000 per occurrence.

6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be $1,000,000 per occurrence.

6.1.2.2 **Business Automobile Liability Insurance**.

Minimum limits: *$500,000* combined single limit per occurrence for all owned, hired and non-owned autos

a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of $1,000,000 per occurrence.

b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: $100,000/$300,000/$100,000.

All policies shall contain the following endorsements:

6.1.2.2.1. Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage

6.1.2.2.2. Thirty calendar-days' Notice of Cancellation, Endorsement CA 0244, or equivalent coverage

6.1.2.2.3 The "City of Austin" listed as an additional insured, Endorsement CA 2048, or equivalent coverage

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance**. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Grantee's policy shall apply to the State of Texas

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty calendar-days' Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 **Professional Liability Insurance**.

6.1.2.4.1 Grantee shall provide coverage at a minimum limit of $500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the Agreement.

6.1.2.5 **Blanket Crime Policy Insurance**. A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance**. Directors and Officers Insurance with a minimum of not less than $1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than 24 months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a Certificate of Insurance as evidence of such insurance.

6.1.2.7 **Property Insurance**. If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements**. The specific insurance coverage endorsements specified above, or their equivalents, must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate**. The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 **Equal Opportunity**.

6.2.1 **Equal Employment Opportunity.** No Grantee or Grantee's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Agreement awarded by the City unless the Grantee has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Grantee shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in

sanctions, including termination of the Agreement and the Grantee's suspension or debarment from participation on future City Agreements until deemed compliant with Chapter 5-4. Any Subgrantees used in the performance of this Agreement and paid with City funds must comply with the same nondiscrimination requirements as the Grantee.

6.2.2 **Americans with Disabilities Act (ADA) Compliance.** No Grantee, or Grantee's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 **Inspection of Premises.** The City has the right to enter Grantee's and Subgrantee's work facilities and premises during Grantee's regular work hours, and Grantee agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Grantee to the City shall become property of the City upon receipt. Any portions of such material claimed by the Grantee to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

6.5 **Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

7.1 **Authority.** Each party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the party.

7.2 **Performance Standards.** Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

8.1 **Criminal Background Checks.** Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client services in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Grantee shall not assign or allow an individual to provide direct client service in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Grantee, its Subgrantees, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Grantee shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Grantee's obligations under this paragraph.

8.2.1 The Grantee or Subgrantee(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services Agreement upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Grantee is observed performing in a manner that the City reasonably believes is in violation of federal, state, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Grantee will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Grantee shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Grantee, their respective agents, officers, employees and Subgrantees; the officers, agents, and employees of such Subgrantees; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Grantee, the Grantee's Subgrantees, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE GRANTEE SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE GRANTEE, OR THE GRANTEE'S AGENTS, EMPLOYEES OR SUBGRANTEES, IN THE PERFORMANCE OF THE GRANTEE'S OBLIGATIONS UNDER THE AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE GRANTEE (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Grantee which arises under or concerns the Agreement, or which could have a material adverse effect on the Grantee's ability to perform hereunder, the Grantee shall give written notice thereof to the City within 10 calendar days after receipt of notice by the Grantee. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 **Business Continuity.** Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered 3 business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Grantee shall be addressed as follows:

To the City:	To the Grantee:	With copy to:
City of Austin Austin Public Health Administrative Services Division	AIDS Services of Austin, Inc.	City of Austin Austin Public Health
ATTN: Kymberley Maddox, Assistant Director	ATTN: Paul Scott, Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. E	7215 Cameron Road	7201 Levander Loop, Bldg. E
Austin, TX 78702	Austin, TX 78752	Austin, TX 78702

8.8 **Confidentiality.** In order to provide the deliverables to the City, Grantee may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Grantee acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Grantee (including its employees, Subgrantees, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Grantee promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Grantee agrees to use protective measures no less stringent than the Grantee uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

8.9 **Advertising.** Where such action is appropriate as determined by the City, Grantee shall publicize the activities conducted by the Grantee under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Grantee shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

8.10 **No Contingent Fees.** The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to the Grantee, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.11 **Gratuities.** The City may, by written notice to the Grantee, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with

respect to the performing of such Agreement. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Grantee in providing such gratuities.

8.12 **Prohibition Against Personal Interest in Agreements.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Grantee shall render the Agreement voidable by the City.

8.13 **Independent Grantee.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Grantee's services shall be those of an independent Grantee. The Grantee agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

8.14 **Assignment-Delegation.** The Agreement shall be binding upon and inure to the benefit of the City and the Grantee and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Grantee without the prior written consent of the City. Any attempted assignment or delegation by the Grantee shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

8.15 **Waiver.** No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Grantee or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

8.16 **Modifications.** The Agreement can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Grantee invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

8.17 **Interpretation.** The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.

8.18 **Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, 1 senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Grantee agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an Agreement interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Grantee will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 **Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Agreement.

8.20 **Living Wage Policy**

[Reserved]

8.21 **Subgrantees.**

8.21.1 Work performed for the Grantee by a Subgrantee shall be pursuant to a written Agreement between the Grantee and Subgrantee. The terms of the Subagreement may not conflict with the terms of the Agreement, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subgrantee be provided in strict accordance with the provisions, specifications and terms of the Agreement. The City may require specific documentation to confirm Subgrantee compliance with all aspects of this Agreement.

8.21.1.2 prohibit the Subgrantee from further subcontracting any portion of the Agreement without the prior written consent of the City and the Grantee. The City may require, as a condition to such further subcontracting, that the Subgrantee post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subgrantees to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Grantee in sufficient time to enable the Grantee to include the same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

8.21.1.5 require that the Subgrantees indemnify and hold the City harmless to the same extent as the Grantee is required to indemnify the City; and

8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

8.21.2 The Grantee shall be fully responsible to the City for all acts and omissions of the Subgrantees just as the Grantee is responsible for the Grantee's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subgrantee any contractual relationship between the City and any such Subgrantee, nor shall it create any obligation on the part of the City to pay or to

see to the payment of any moneys due any such Subgrantee except as may otherwise be required by law.

8.21.3 The Grantee shall pay each Subgrantee its appropriate share of payments made to the Grantee not later than 10 days after receipt of payment from the City.

8.22 **Jurisdiction and Venue.** The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

HOLIDAY	DATE OBSERVED
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from federal, state, or City Agreements. By accepting an Agreement with the City, the Grantee certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

8.27 **Public Information Act.** Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

8.28 **HIPAA Standards.** As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

8.29 **Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

8.30 **Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at https://www.lep.gov/faqs/faqs.html.

In witness whereof, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

AIDS SERVICES OF AUSTIN, INC.

Signature: Paul Scott

Name: Paul E. Scott
Printed Name

Title: Chief Executive Officer

Date: 3/14/2017

CITY OF AUSTIN

Signature: Shawn Willett

Name: Shawn Willett
PURCHASING OFFICE

Date: 3/23/17

EXHIBITS

Exhibit A – Program Forms

- **A.1.1 – Program Work Statement for HIV Contract**
- **A.1.2 – Program Work Statement By Service Category**
- **A.2 – Program Performance for HIV Service Category**

Exhibit B – Program Budget Forms

- **B.1.1 – Program Budget for HIV Direct Services**
- **B.1.2 – Program Budget for HIV Administrative Services**
- **B.1.3 – Program Budget for HIV Combined Services and Narrative**

Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification

Exhibit D – RW Part C Required Reports

Exhibit E – Modifications to the Standard APH Agreement

Exhibit F – Business Associate Agreement

Program Work Statement For HIV Contract

Period Start Date 1/1/2017 ***Period End Date*** 12/31/2017

Client Access

Client Location and Identification
Referrals to the Dental Clinic come from ASA's case management programs, DPC, a number of regional AIDS Services Organizations (ASOs)/Community Based Organizations (CBOs), private HIV physicians in the area, and local emergency rooms. In addition, a number of clients self-refer. With over 20 years of patient care history, the Dental Clinic is well-known in the community and receives a number of referrals by word of mouth. Patients are quick to tell other people they know in need of dental care, of the Dental Clinic. Any client receiving an HIV positive test result provided by the ASA Prevention Department receives information about the Dental Clinic's services. In addition to these methods, patients report they often find out about ASA's services through internet search engines.

Client Barriers
Barriers that patients face include, but are not limited to, mental illness and substance abuse, memory problems and memory loss, dementia, fear, and transportation, which is most common. Transportation barriers include unreliable transportation, (expired tags and inspections, vehicles needing costly repairs, needing to borrow vehicle from family members or friends), living in areas where public transportation is not readily accessible, and/or unreliable Special Transit Services requiring lengthy drop-off and pick-up windows (1.5 – 2 hours before and after) around appointment times. When patients are identified as having barriers at the intake visit or because they are chronically missing appointments, the Patient Navigator works with willing patients one-on-one to reduce barriers to continuing dental care services. Through this individualized service, Dental Clinic staff is able to refer patients in need to ASA or an appropriate ASO. The ASO can then assist the patient to overcome barriers to care, typically through Medical Case Management. Medical Case Managers help patients to overcome barriers by:

- Providing access to transportation through bus passes/taxi vouchers or transportation in the agency's vehicle;
- Providing referrals to mental health and substance abuse treatment and counseling;
- Accompanying clients to appointments to overcome their fear of treatment; and,
- Providing access to basic needs assistance such as food bank, housing, and emergency financial assistance to stabilize their situations.

Patients may have difficulty in coordinating and prioritizing multiple health care services. Some employers refuse to allow their staff time off for dental treatment, unless it is an emergency. Other barriers include the lack of communication (home telephone); lack of childcare; and language barriers, including hearing impairment. Where possible, appointments are coordinated with other services to minimize travel and/or facilitate access to transportation.

Many people in the target population have stigma associated with their oral health care or they fear dental care and equate this care with loss, infection and/or pain. Some targeted patients lack understanding about the importance of dental treatment, especially the move into routine preventative dental care rather than emergency care. Most new patients to the Dental Clinic have not previously accessed dental care and have a limited understanding of the concept of treatment by appointment. The Dental Clinic works closely with patients and their other medical care providers to emphasize and reinforce the importance of dental care as a component of primary health care.

The Dental Clinic employs bilingual Spanish speaking staff to ensure clear communication with regard to treatment procedures and treatment outcomes for Spanish speaking patients. In order to facilitate easier communication with Spanish speaking patients, Dr. Kilkelly and Dr. Howell participated in a Conversational Spanish for Medical Professionals continuing education course from January 2014 to May 2014. Interpretation services are offered in the client's preferred language at no cost to the client if their preferred language is not Spanish or English or Spanish-speaking staff is not available. Hard of hearing and deaf interpreter services are offered to hearing-impaired patients and are retained when treating hearing-impaired patients. The Dental Clinic provides oral health education pamphlets in both English and Spanish. Several easy-to-understand oral instruction and information pamphlets using pictures for those of low English literacy have been developed to explain some of the dental services provided. Internet access enables the evaluation and download of patient education materials in a variety of languages for those patients whose first language is not English or Spanish.

Service Linkage, Referral, and Collaboration

Linkage to Primary Medical Care

Created: 1/10/2017 3:15:00 PM ***Last Modified:*** 1/26/2017 12:25:00 PM

Program Work Statement For HIV Contract

Period Start Date 1/1/2017 ***Period End Date*** 12/31/2017

Dental care is essential medical care, particularly for people with HIV and AIDS. Signs of the progression of HIV disease often manifest in the mouth, and good oral health is integral to good nutrition and food assimilation. ASA's Dental Clinic is one of only three dental clinics in the State of Texas aimed at serving the unique oral health care needs of people with HIV and was the second clinic to begin operation. The Dental Clinic began in response to individuals with HIV being turned away from other dental practitioners, and to the barriers to access and unavailability of the Federally Qualified Health Center (FQHC) clinic system for patients that were eligible. (Until late 2011, Medicare and Medicaid did not cover dental care for adults in Texas). Many patients are receiving regular dental care for the first time in their lives. The Dental Clinic's close working relationship with DPC and other medical practitioners specializing in HIV care has resulted in most patients considering dental care as part of their primary medical care.

There is a long history of collaboration between DPC and ASA's Dental Clinic. Because DPC and the Dental Clinic were conceived to work in partnership and were original recipients of grants that allowed them to work as a unit, both clinics have seen much of the same patient population, and providers in both clinics have always worked together closely. In fact, both agencies continue to operate together as part of a larger core medical care collaborative funded by Ryan White Part C. At present, every new patient at the DPC receives a referral to the Dental Clinic as a part of the baseline intake visit, and any Dental Clinic patients who are not actively engaged in the care of a physician are referred the DPC for medical care. On a regular basis, patients with latent (undetected) medical conditions are referred to the DPC. The mechanism for this is usually in the form of a dentist-to-doctor phone call or encrypted email; however, referral forms are also faxed to the facility. Referrals happen both ways. New lesions or oral manifestations, once detected by a physician at the DPC are referred to the Dental Clinic for diagnosis and treatment. In some instances, a lesion requires both the dentist and physician for successful diagnosis and treatment. Many years of working together have made this process function well.

Dentists and physicians in the community refer patients with oral lesions for diagnosis and treatment. The Dental Clinic is widely recognized by a large portion of the dental and medical community as a center for excellence and specialization in regards to HIV oral medicine. The Dental Clinic founder, an expert in HIV oral pathology, is on call and available to consult in the area of HIV oral pathology including but not limited to seeing the patient at the Dental Clinic. The Dental Clinic is the recipient of national and local awards for its skill and professionalism. Awarding agencies include the American Dental Association and the Raymond Todd Civic Leadership Forum.

The Dental Clinic is the only oral health care provider in the Central Texas region available specifically for persons with HIV and AIDS so duplication of services is not a concern. To assure ongoing access to care, the Dental Clinic continues to work collaboratively with other AIDS Service Organizations (ASOs), accepting referrals from agencies offering case management and other services to persons living with HIV disease. Because it is well known to so many in the community (including those in emergency medicine, residency programs, and dentists in private practice), the Dental Clinic is the site where newly infected patients are referred for oral manifestations or for unmet dental needs. This first point of contact results in referral by Clinic staff to primary medical care and other services.

The Dental Clinic employs a system that ensures every patient (100 percent) who receives scheduled routine dental care is "in care," meaning that they are being seen regularly by a physician. During the initial intake visit (IT1), Clinic staff requires documented certification (found on a Physician's Consultation Form) from the patient's primary medical care provider. This information must be updated every six months. This measure is not meant to provide a barrier to care, but rather to ensure that the Dental Clinic has the patient's pertinent lab values and current medications, in order to provide appropriate care. Because this information is required for patients to have their dental work completed, it serves as an incentive for patients to be compliant with their medical visits. Patients who are not yet in care are not turned away from services; rather, the Dental Patient Navigator works with patients until they can be brought into care and the Physician's Consultation Medical Certification is received. Until the document is produced, patients may still receive palliative care for emergent issues until the situation is resolved.

Dental Clinic Subcontractor Referrals
The Dental Clinic makes referrals for patients needing more complex oral health care provided by dental specialists located in private practices throughout the region, as well as for other services. See Staffing section for a list of the Dental Clinic's specialty practice subcontractors. ASA uses subcontractors on a fee-for-service basis to provide needed services that either cannot be performed on site at the Dental Clinic or are in addition to those performed on-site. The Dental Clinic uses two dental laboratories (Seretti Dental and Stern - Empire) for the off-site fabrication of partial and full dentures and crowns. An oral impression of the work required, along with a written order from the Dentist, is sent to the fabricating lab. The returned

product is checked against the order for accuracy, as is the subsequent bill, prior to payment.

Referrals are made to three subcontracting oral surgery practices for patients who require surgical extractions under premedication and sedation, those with complicated extractions or impacted teeth, and those who need multiple or whole-mouth extractions that would require multiple clinic visits and an extended period of time to accommodate the patient within the Dental Clinic's schedule. A written order from the Dentist for the work required is faxed to the oral surgeon or provided to the patient to make to their appointment. Any changes to the written order are discussed with and approved by the referring Dentist prior to any procedures performed, and changes are noted in the patient's chart. The subsequent bill is checked for accuracy against the written order prior to payment. The bill is firm documentation that the patient did follow through with the treatment referral at the specialist's office. Typically, a letter from the referral accompanies this bill and is included in the patient's chart.

Referrals are made to a subcontracting endodontic practice for some patients requiring specialty root canal treatment and care. A written diagnostic order for the procedure required is provided to the patient to take to their appointment. Any changes to the written order are discussed with and approved by the referring Dentist prior to any procedure being performed, and are noted in the patient's chart. The subsequent bill is checked for accuracy against the written order prior to payment and serves as verification that the patient did indeed receive the referred services.

Other Linkages, Collaboration, and Referral
Linkages and Collaborations
For services other than medical or dental, patients of ASA's Dental Clinic are referred to their Case Manager or to the appropriate service provider. If a patient is not currently case-managed at ASA or another AIDS Services Organization and is need of this service, the Patient Navigator refers them into the medical case management program in the county in which the patient resides, as appropriate. Follow up is accomplished at the patient's next treatment visit when the staff inquires about their previous and upcoming medical appointments and is documented in the patient's chart.

ASA has collaborative agreements, letters of support, and/or Memoranda of Understanding (MOU) in place with several agencies, mostly with respect to specific service category programs. The MOU agreements guide referrals between agencies and allow for smooth transitions of clients for additional services. ASA maintains MOUs with Waterloo Counseling Center, Project Transitions, and the Housing Authority of the City of Austin, Austin Energy, the C.A.R.E. Program of Austin/Travis County Integral CARE, and the Communicable Disease Unit at Austin/Travis County Health and Human Services Department (A/TCHHSD). For MOUs that require annual renewal, ASA contacts the partner agency 30 days prior to expiration of these agreements.

ASA also has long-standing referral relationships with HIV-related social service providers, including the C.A.R.E. Program at Austin/Travis County Integral Care for substance abuse counseling and treatment referral for individuals that are dually diagnosed; Project Transitions for transitional housing and hospice care; South Austin Marketplace for transitional and long-term housing; the Customer Assistance Program (Austin Energy) for utilities payment assistance; Waterloo Counseling Center for mental health counseling; the Wright House Wellness Center for holistic/alternative health services; Salvation Army and the Austin Resource Center for the Homeless for emergency housing; the Social Security Administration for disability benefit applications and appeals; Del Valle Correctional Facility, Travis State Jail, and the University of Texas Medical Branch State Penitentiary for services to inmates upon their release; the Communicable Disease Unit at A/TCHHSD for HIV/ STI/TB screening; and SafePlace for domestic violence assistance.

Eligible clients are also referred to the broad continuum of ASA services: the Capital Area AIDS Legal Project (CAALP) for legal assistance; Medical Nutrition Therapy for nutritional assessment, counseling, and supplements; the Dental Clinic for oral health services; HOPWA for housing assistance; Comprehensive Risk Reduction Counseling Services for support for individuals to reduce the risk of HIV transmission; and the Health Insurance Program for premium, medication copayment, and medication deductible financial assistance.

Referral Process and Follow Up
ASA staff assists clients with completing and submitting other agencies' referral forms, communicates with those agencies to clarify client eligibility, and advocates for client service delivery. For those clients who are case managed at ASA, staff ensures that referrals are followed through on in one of the following ways:
•performs follow up at the next client contact by asking the client about the referral and the results;

•accompanies the client to appointments;
•checks the ARIES database to ensure appointment was attended; or,
•calls the agency the client was referred to and confirms client attendance.

All staff document client progress regarding follow-through on referrals in the progress log feature of the Provide Enterprise® electronic client database (ASA's internal electronic database). ASA staff complete a referral tracking form that includes date of referral and completion date and keep the form updated in the paper client file. The desired outcome results are linkage to and retention in support services.

Non-Medical Case Managers, Patient Navigators, Medical Case Managers, and/or the Dental Clinic Patient Navigator work jointly to successfully refer clients to needed support services. The Patient Navigator's role is working on basic, less complex referrals to support services while the Non-Medical Case Managers address more complex linkages such as disability applications to Social Security, substance abuse/mental health treatment, and using clinical interventions to address client readiness for and resistance to change.

Goals of Collaborative Activities, Integration of Resources, and Projected Results
The goal of collaborative activities is the provision of comprehensive services through the HIV provider community and other social service agencies using linkages and referrals. These activities ensure clients have access to all needed services that are not offered by ASA. In addition, they allow clients to overcome barriers to accessing and remaining in primary medical care and moving toward self-sufficiency in managing their HIV disease.

Integration of resources and services includes the dedication of ASA staff time toward the completion of other agency intake forms, assisting clients with the intake process, accompanying clients to support service appointments, reporting required data, and working with clients on mutual goals in service plans. These mutual goals may be related to the support services that clients receive from other agencies, such as financial assistance, substance abuse or mental health counseling, housing, etc.

The projected results of collaborative activities, integration of resources, linkages, and referrals are:
•Client achievement of housing stability
•Meeting food intake needs
•Mental health services access and stability
•Independent management of substance use issues
•Financial stability
•Decreased recidivism
•Personal safety and security

Role of Patient Navigator
The goals of the Patient Navigator program at ASA's Dental Clinic are threefold. The primary goal of this program is to aid those patients identified at being at the greatest risk of not following through with comprehensive treatment in the navigation of the healthcare system with a focus on both the patient's oral and systemic health. Through this work the second goal is focused on increasing the patient retention rate through behavioral changes and increasing the access and follow through of the patients by identifying probable barriers and connecting patients with services that may help remove those barriers. As a third goal, the Patient Navigator functions much as many nurses do in medical practices by acting as a liaison between the physicians and the dentists working on the patient's behalf to obtain relevant medical information having the ability to triage emergencies, answer simple patient questions, follow up with patients who have had a complicated procedure, obtain current and accurate medical records to ensure that all Dental Clinic patients are currently in physician care, and transcribe medical information from physicians.

The Dental Clinic Patient Navigator identifies patients in need of medical case management or other social service assistance and refers those patients to ASA's Intake and Eligibility staff team or another appropriate ASO offering case management. Progress is tracked with Patient Navigation patients through the use of various spreadsheets. These spreadsheets are a tool for tracking and monitoring patients who have shown to be in need of assistance from the Patient Navigator because of problems with attendance, identified barriers, or needing to return to care. Some patients already have case managers and some have been referred. This Log assists in tracking different points of interest of the patient, including the last seen, last missed, next visit, last contact date, who (if any) is the case manager. The goal of the log is to successfully pin point the

patients, motivate and guide them in the right direction to fulfill their appointment/treatment plan obligations and allow them to successfully graduate from Navigation. All ASA case managers have access to this log and it is updated, at a minimum weekly with upcoming appointment and contact attempted/made, etc.

Client Input and Involvement

Patient input and involvement in oral health care services is an individualized and ongoing relationship that begins with the first visit to the Dental Clinic. The patient and Dental staff relationship focuses on patients' most pervasive dental needs prioritized into a treatment care plan to address those needs. The plan hinges on the provision of quality oral health care by Dental staff. Patient input and involvement starts with each treatment plan established with patients' participation and agreement during the second intake appointment (IT2). At this appointment, the Dental staff discusses and reviews all available treatment options with the patient. Staff reviews different options as a dentist/patient team and develops a plan that suits the needs of each patient. The benefits of developing a treatment plan with patient input is the successful prevention of tooth decay through proper dental maintenance at home and from the Dental Clinic hygiene department. Subsequent to the IT2 visit, should patients' have additional questions or concerns, staff offer another appointed visit to review the different treatment plan options. This level of patient involvement is successful for the majority of Dental Clinic patients.

While it rarely happens, sometimes the patient and dentist cannot agree on a treatment plan. In that case, the Dentist offers the patient another opinion from an alternate staff dentist. Dentists do not discuss their clinical opinions in advance of examining the patient but they do confer after the two individual plans are established. The patient then has two opinions to consider and staff is able to present the findings to the patient. Dental Clinic staff takes great care to inform and educate patients on available options at the Dental Clinic. Should patients disagree with both treatment plan options, patients are free to seek care at a private practice at their own expense. Patients leaving the Dental Clinic to seek care from private practice dentists may return to the Dental Clinic at any time to reestablish themselves as patients; agreeing to develop and follow a new treatment plan with Clinic staff.

Annually, Staff also surveys clients using the standardized questionnaire developed by the Austin Area Comprehensive HIV Planning Council to solicit feedback for improving Oral Health services. Supervisors use survey results and direct client/patient and staff feedback semiannually to evaluate the effectiveness of referral systems, barriers to service, and other service delivery components. The team then plans, as appropriate, for service modification, especially actions to remove barriers. Although no 2014 survey was completed, ASA distributed the survey in 2015 and 2016 and is awaiting results from the administrative agent. The 2013 Client Satisfaction Survey was developed and standardized by the Austin TGA HIV Planning Council with input from members of the TGA Clinical Quality Management workgroup. Results of the survey administered to 187 dental patients yielded positive feedback, with 97 percent of patients reporting overall satisfaction with 'Dental Care' services. The Average Rating Analysis (Manor, 2011) of satisfaction with 'Dental Care' based on Likert items with one (1) indicating "Very Dissatisfied" or "Strongly Disagree" and five (5) indicating "Very Satisfied" or "Strongly Agree" rated Dental Care services at 4.8 on the five point Likert Scale.

Clients have several opportunities to offer input into ASA's programs and services. Staff's rapport with the target community enables them to respond to client comments and needs on an ongoing basis. During these encounters, staff works with clients to offer input and identify needs and services they want to pursue.

Clients who receive services from ASA may provide confidential input at any time, through the agency's suggestion box located in the main facility reception area. Dental Clinic patients may do the same in the dental clinic waiting room. All agency clients may register concerns with supervisors and through the comprehensive client grievance process. ASA's main email address serves as another gateway for clients/patients to provide program feedback, voice concerns and/or file a complaint. Authorized agency staff forwards such confidential email communication to the appropriate director and supervisor of the department the client has concerns about. All clients receive a copy of the client grievance policy and procedure upon entry into services. The policy is posted in all agency reception areas or high client traffic areas in English and Spanish. Agency staff may assist clients with the grievance process as requested by the client.

ASA routinely incorporates client feedback and suggestions into planning activities. In developing the agency's 2011 – 2014 Strategic Plan, ASA used interviews and focus groups with current clients to ensure their active participation in the strategic direction of the agency. ASA's Strategic Plan specifically defines "client satisfaction with programs and services" as a key measure of success in alignment with our strategy to "maintain and strengthen existing programs and services through quality

improvement." The 2011-2014 Strategic Plan has been extended through 2017 year so that ASA is able to fully analyze the impact of the Affordable Care Act. A suggestion box located in the client lobby is available for clients to submit anonymous feedback. The box is routinely monitored by the Director of Dental Services. Client feedback is given to appropriate staff for use in program improvements. The Quality Management Guidance Team reviews the feedback from the suggestion box quarterly to evaluate trends and making agency improvements.

Cultural Competency

ASA is in compliance with all 15 CLAS Standards (Table 6).

Table 6
CLAS StandardsASA Compliance

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

-Staff members are proficient in Spanish, culturally reflective of the Hispanic clientele and available to interpret daily.
-Staff members are from diverse backgrounds including African-Americans and individuals that are immigrants to the USA.
-One staff member proficient in American Sign Language and others with basic skills
-Interpretation services in any language are offered to clients free of charge; interpreters culturally reflect clients
-Staff assigned to clients are reflective of clients' cultural background, as feasible
-Client materials are written at a fifth to eighth grade literacy level and in Spanish at third to fifth grade level
-Client materials are provided in Spanish and English
-A professional volunteer translates materials from English to Spanish
-Organization includes "diversity" as one of its core values

2. Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.

-A Cultural Appropriateness Action Team with staff from varied levels and departments is tasked with ensuring CLAS and health equity are promoted
-The agency maintains a tracking mechanism to ensure CLAS compliance
-Agency policies are cognitive of cultural appropriateness and those that are applicable to clients are provided in English and Spanish at an appropriate literacy level
-Resources are allocated based on community need and assessment ensuring targeting of demographics most affected by the epidemic
-2011-2015 (extended through 2017) board approved organizational strategic plan includes goals, objectives, and action steps prioritizing staff cultural awareness and competency trainings
-Executive Director serves on the Central Health Health Equity Council for HIV issues

3.Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area. 

-Compliance with Equal Employment Opportunity Commission (EEOC) guidelines since inception
-Compliance with The Americans with Disabilities Act (ADA) since inception
-EEOC and ADA language reflected on all job postings
-Staff are fluent in Spanish, culturally reflective of the Hispanic clientele, and available to interpret daily
-Staff members are from diverse backgrounds including African-Americans, Latino, and individuals that are immigrants to the USA. Organizational staffing is reflective of the demographics of the HIV epidemic in the Austin TGA
-One staff member proficient in American Sign Language and others with basic skills
-Committed to promoting from within for job openings
-Evaluation of the potential of current staff for leadership development in order to promote direct service staff
-Structured Action Teams provide leadership development opportunities for all staff members
-Candidates for positions where bi-lingual (Spanish) skills are preferred are offered a salary premium for demonstrating appropriate proficiency in the language

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-Organization recruits diverse candidates by networking with higher education institutions of color and advertising and conducting outreach into appropriate publications in communities of color
-2011-2015 (extended through 2017) board approved organizational strategic plan includes goals, objectives, and action steps prioritizing recruiting, hiring, and training diverse staff and recruiting board members from communities of color
-Board officers are demographically and culturally diverse
-Agency participation in multicultural career expos for staff recruitment

4.Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis. 

-The agency's Cultural Appropriateness Action Team and Professional Development Action Team research and implement ongoing training
-Agency support of language skills development when resources are available
-Executive Director serves on the Central Health Health Equity Council for HIV issues

5.Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services. 

-Staff are proficient in Spanish, culturally reflective of the Hispanic clientele, and available to interpret daily
-Staff are from diverse backgrounds including African-Americans, Latino, and individuals that are foreign-born
-One staff member proficient in American Sign Language and others with basic skills
-Interpretation services in any language are offered to clients free of charge; interpreters culturally reflect clients
-Client materials are written at a fifth to eighth grade literacy level and in Spanish at a third to fifth grade level
-Client materials are provided in Spanish and English
-A professional volunteer translates client materials from English to Spanish
-The agency uses an independently certified system to evaluate the language proficiency of staff
-Organization's central voice mail and Dental Clinic voice mail systems are recorded in Spanish
-Key program staff have recorded voicemails in Spanish

6.Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing. 

-Interpretation policy offering services free of charge posted in all locations
-Reception and Intake and Eligibility staff trained to notify clients of their right to receive language assistance services free of charge
-Front desk and key staff voicemail messages are recorded in English and Spanish
-Interpretation services in any language are offered to clients free of charge; interpreters culturally reflect clients
-Client materials are provided in Spanish and English
-Reception staff have access to language cards to identify need for interpretation services

7.Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided. 

-The agency uses an independently certified system to evaluate the language proficiency of staff
-Written policy offers interpretation at no cost to the client in order to prevent the use of family and friends as interpreters
-Staff is trained to inform clients of their right to interpretation services at no cost and that family and friends are not a preferred source for interpretation in order to protect client confidentiality
-The agency hires professional, certified trainers to assist in interpretation upon request

8.Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area. 

-Client materials are provided in Spanish and English
-Client materials are written at a fifth to eighth grade literacy level and in Spanish at a third to fifth grade level
-Key client information/policies and grievance information is posted in English and Spanish in common areas and available in

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hard copy from reception desks
-Quality Management Guidance Team reviews and updates materials to increase understandability

9.Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.

-ASA's 2011 – 2015 Strategic Plan (extended through 2017) identifies compliance with CLAS Standards as a priority:
o"Strategy #3: Ensure culturally appropriate programs and services
Agency programs and services meet Culturally and Linguistically Appropriate Services (CLAS) standards
Collaborative partners recognize ASA for delivery of programs and services to reduce stigma and for innovative and collaborative relationships"
oStrategic plan action step is to implement an Organizational Cultural Appropriateness Committee representative of diversity of staff and management to further formalize cultural appropriateness trainings and action steps

10.Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.

-Self-assessment of CLAS-related activities conducted in 2007; results continue to be used to improve services
-Cultural Appropriateness Action Team to survey annually and report to staff and board of directors of outcomes from strategic planning goals/objectives related to cultural appropriateness work

11.Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery. 

-Collection of data and documentation on each consumer's race, ethnicity, disabilities, spoken and written language, and literacy level; information entered into client paper file, Provide Enterprise® ® internal electronic database, and ARIES; information updated periodically
-Use of the Austin Transitional Grant Area HIV Planning Council's periodic consumer needs assessment
-Use of the Brazos Valley Council of Government's periodic consumer needs assessment
-Provision of HIV testing data to the Texas Department of State Health Services, (DSHS) and the Centers for Disease Control and Prevention, (CDC)

12.Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area. 

-Collection of data and documentation on each consumer's race, ethnicity, disabilities, spoken and written language, and literacy level; information entered into client paper file, Provide Enterprise® ® internal electronic database, and ARIES; information updated periodically
-Annual review and assessment of HIV epidemiology profile of epidemic as prepared by Texas Department of State Health Services (TDSHS) and the Austin/Travis County Health and Human Services Department
-Use of the Austin Transitional Grant Area HIV Planning Council's and Brazos Valley Council of Government's periodic consumer needs assessment
-Annual report to staff and board of directors on Austin TGA HIV epidemic in comparison to organization's client demographic profile, staff demographics, and board demographics

13.Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness. 

-Collection and updating of data and documentation on each consumer's race, ethnicity, disabilities, spoken and written language, and literacy level; information entered into client paper file, Provide Enterprise® ® client electronic database, and ARIES.
-Provision of HIV testing data results are reported to the DSHS and CDC
-Involvement in community events targeted to people of color to build collaborative partnerships in a participatory environment
-Staff shares lessons learned at above events with management and leadership staff to expand collective knowledge of local cultural practices and beliefs

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-Organization was a member of the advisory committee to the Latino Commission on AIDS to develop training institutes on providing culturally appropriate HIV services to the Latino community in 2012
-Director of Dental Services serves on the Health Equity Workgroup for the Texas Oral Health Coalition.
-Chief Executive Officer serves on the Central Health Health Equity Council for HIV issues

14.Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints. 

-Client materials are provided in Spanish and English
-Client materials are written at a fifth to eighth grade literacy level and in Spanish at a third to fifth grade level
-Client grievance procedures are posted in English and Spanish in common areas throughout the organization
-Organization has a formal grievance procedure in place that is reviewed annually by staff

15.Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.

-Strategic Plan dissemination to donors and posted on website
-Community Impact Report disseminated to donors, posted to website, and available in hard copy to public
-Responsiveness and pursuit of opportunities to participate in ethnic media

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Client Eligibility

Persons with HIV and AIDS who reside in the Austin Part C Project Area and who are unable to otherwise access dental care are eligible for services at AIDS Services of Austin's (ASA) Jack Sansing Dental Clinic (Dental Clinic). The Patient Services Specialist or Eligibility and Intake Specialist screens potential patients for eligibility by verifying that they are HIV positive and reside in the service area.

i.Documentation of HIV Status: Staff obtain verification of HIV status through one of the following:
oa signed statement from the medical provider;
oa printed document from the ARIES database indicating verification of HIV status by another provider;
oa positive Western Blot laboratory result with the name of the patient listed on the results;
oHIV detectable viral load lab results; or,
oa hospital discharge summary noting HIV complications or health clinic medical records indicating HIV care from previous providers.

ii.Residency Verification: In order to establish residency, clients can provide unexpired documents such as a Texas driver's license, Texas State or Tribal identification cards, Social Security award letter, rental/mortgage agreement, utility bill or similar forms accepted by the Ryan White Part C Austin TGA.

iii.Proof of Identity: Proof of identity includes: Texas driver's license, Texas State identification card, a passport, Military or Student identification card, Social Security card, birth certificate or other official document as listed on the Austin TGA Ryan White Part A Client Eligibility Form.

iv.Income Verification: Staff use the MAGI or Mock MAGI form for client income verification. Client income verification documents include Social Security Award letter, Veterans/Public Assistance or Worker's Compensation benefits statements, wage payment stubs, signed zero income verification letter, tax documents and/or a tax transcript.

The Eligibility and Intake Specialist or Patient Services Specialist also screens patients to determine and verify income and charts for eligibility on the Dental Clinic's Sliding Scale Fee Schedule of charges. Patients are asked to state their gross income, and the number of people it supports. The Sliding Fee Scale Schedule level of contribution is based on the patient's individual income.
Using the sliding scale, patients' fee levels are determined and noted on the outside of their dental chart. The appropriate discount rate (100% - 0%) is entered into the dental clinic practice management and billing software. The software calculates the amount of the discount to be applied to individual patient accounts after all the fees for the procedures they received at any given visit are entered in their record.

Income information is reviewed and updated with the patient every six months, or at any time they indicate a change in their financial situation.

v.Health Insurance Coverage: Cards verifying coverage by private medical insurance, Medicare, Medicaid, Veteran's Health Benefits, and Indian Health services are accepted. Signed no insurance attestation statements are also be accepted. Should a client receive City of Austin Medical Assistance Program (MAP), a copy of the card is made and an attestation of no insurance is signed.

The Patient Services Specialist or Eligibility and Intake Specialist also determines if patients have dental insurance; however, coverage is not an eligibility criterion. Patients with dental insurance are eligible for services, which are first billed to the insurer before patients are asked if they are able to make payment. No one is refused treatment or care due to inability to pay for services.

Dental Clinic staff use the Austin TGA Ryan White Part A Client Eligibility Form and/or the Six Month Self Attestation of

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Eligibility Changes to review patients in the program for six months or more for determination of continued eligibility. At that time, patient I.D., residency, income, and health insurance are updated and new documentation obtained, as indicated. Patients are reassessed to determine continued eligibility at six (6) month intervals after the completion of the eligibility review again using the RWA Eligibility Form.

All required eligibility and intake documents, as well as periodic updates, are stored in the patient's paper chart and documented electronically in the agency's electronic client database, Provide Enterprise®. Supporting documents are scanned and saved to a secure network folder by the Data Entry Specialist. Client identifying information is also entered into the ARIES client database.

At the intake appointment, patients are required to provide comprehensive medical and dental histories and to sign a medical release form authorizing release of medical information, including current CD4 count, viral load, medications, recent lab values and any other medical information that may impact the provision of oral health care. Eligible patients may contact the Dental Clinic directly for services and do not have to be receiving services from any other ASA provider to be eligible for oral health care. The Dental Clinic also accepts referrals from other AIDS Service Organizations (ASOs), Community-Based Organizations (CBOs), hospital emergency rooms, and area primary care physicians.

For patients needing increased support and access to other resources, the Clinic's Patient Navigator may recommend patients access case management or other support services through ASA. In this case, patients are referred to the Eligibility and Intake team who complete a comprehensive screening process to determine clients' level of need for services.

Target Populations

ASA's Dental Clinic is the sole provider of dental services exclusively for HIV positive persons in Central Texas. People with HIV and AIDS who reside in Travis and the nine surrounding counties (Bastrop, Caldwell, Hays, Williamson, Blanco, Burnet, Fayette, Lee, and Llano), and who cannot otherwise access dental care, are eligible for services (see Client Eligibility section). Ryan White Part C funds are used to provide services for patients residing within the TGA.

The Dental Clinic treats eligible patients of all genders, ages, ethnicities and, co-morbidities and targets traditionally underserved populations and those experiencing an increased incidence of HIV. This includes women, children, ethnic/racial minorities, injecting drug users, crack/cocaine users and other substance abusers, the homeless, men and women engaged in the sex industry, the recently released from incarceration, and men who have sex with men.

The demographics of clients served by the program closely mirror the current population of people living with HIV and AIDS in the Austin TGA (Table 1).

Table 1

2015 ASA Clients	2015 Austin TGA PLWH/A
Gender	
Male 83%	85%
Female 16%	15%
Transgender 1%	(unavailable)
Race/Ethnicity	
White 44%	46%
Black 24%	22%
Hispanic 29%	29%
Other 3%	3%
Age Group	
0 – 12 1%	0%
13 – 24 2%	4%
25 – 34 11%	17%
35 – 44 17%	27%

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45 – 54	36%	34%
55 and over	33%	18%

ASA client geographic concentration aligns with areas of high prevalence of HIV/AIDS in the Austin TGA. ASA's nine most common zip codes for Oral Health Care patients are all located in Travis County (Table 2).

Table 2

ASA Top 10 Client Zip Codes	Prevalence Range of HIV/AIDS
78741	314-674/100,000
78753	675-1,199/100,000
78758	314-674/100,000
78723	675-1,199/100,000
78704	314-674/100,000
78745	675-1,199/100,000
78744	115-313/100,000
78702	675-1,199/100,000
78660	675-1,199/100,000
78752	*data unavailable

Austin TGA data suggest that 84 percent of clients have medical comorbidities, while others report social and health-related contributing factors that complicate medical and other service delivery for HIV (ARIES database, provided by the City of Austin (Addendum 5 to Ryan White Part A RFA 2012-13). As stated in the HRAU Ryan White Part A FY 2015 Grant Application, "The David Powell Community Health Center reports that more than 40% of its HIV patients have injection drug use and/or mental illness co-morbidity" and "the risk of tuberculosis infection is greater in African Americans with HIV compared with White persons living with HIV." In addition, Chlamydia, gonorrhea, or syphilis continue to be a concern with "1.5% to 3.0% of PLWH have been diagnosed with one of these diseases."

Service Category Activities

Service activities linked to Budget Justification

ASA's Dental Clinic began in 1991 as the HIV Dental Project, an independently funded and managed satellite project. Concerned local dentists and community leaders initiated the project in response to the need for dental services first identified by the Austin/Travis County HIV Commission in 1990. As part of ASA, in April 1992 the clinic was named the Jack Sansing Dental Clinic in honor of Jack Sansing, a local businessman, benefactor, and long-time volunteer of ASA. Mr. Sansing died of AIDS in January 1992. Dr. Chris Fabre, the Dental Clinic's Founder, remained involved in the project for 19 years, as a testament to his commitment to the original vision of public health care delivered in a compassionate, self-empowering manner reminiscent of a private practice.

ASA's Dental Clinic continues to implement a successful plan of oral health care service delivery that provides routine and emergency dental care for HIV positive individuals. General dentistry service activities include:
- oral examination;
- treatment planning;
- oral surgery (general);
- oral pathology;
- root canal treatment (in some cases);
- periodontal therapy (non-surgical);
- restorative dentistry such as fillings and crowns;
- removable prosthodontics (both partial and full dentures);
- limited implant placement for retention of removable prosthodontics;
- treatment of oral infections; and,
- emergent care to alleviate dental pain.

The Dental Clinic also treats many of the oral lesions affecting HIV positive patients, which may require a biopsy, excision,

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and/or lesion destruction with chemical treatments and palliative care. On a routine basis, common lesions such as oral candidiasis, human papillomavirus lesions, herpetic lesions, and aphthous ulcers are diagnosed and treated. Less common, but still prevalent, Kaposi's sarcoma and more rare malignancies are diagnosed and treated (or in some cases co-managed in a multi-specialty approach). In this category of less common, but prevalent conditions are cytomegalovirus lesions (CMV) and fungal infections. The Dental Clinic's Class D Pharmacy carries a limited number of medications to treat oral infections and/or alleviate pain, so that the patient is assured immediate access to antibiotics and over the counter pain relief when necessary.

•Service Initiation
Patients are typically referred to ASA's Dental Clinic from AIDS Services Organizations, social service providers, David Powell Health Center at CommUnityCare (DPC), private medical practices, or local emergency rooms. In addition, clients self-refer to the Dental Clinic. The Patient Services Specialist, Eligibility and Intake Specialist, or Patient Navigator performs an initial screening either in-person or by telephone to determine eligibility for services. (See Client Eligibility for a complete description of the eligibility process.) After confirming eligibility, the Patient Services Specialist, Eligibility and Intake Specialist, or Patient Navigator schedules an intake visit appointment and gives patients a reminder call two business days before their appointment. The patient is reminded to bring necessary paperwork with them to the appointment and to arrive 45 minutes early to complete the paperwork.

•First Intake Appointment (IT1)
At the first appointment, patients meet with the Eligibility and Intake Specialist or Patient Navigator and are given HIPAA and privacy and patient rights policies. Patients are required to complete medical/dental history forms, provide information on income, and sign various consents (for treatment, follow-up contact, and for ARIES information release) and primary care provider releases (for lab results and current medication list), as well as MAGI or mock MAGI, CAP and other financial qualifying forms. If the patient presents with dental pain and/or an emergent need, the patient is seen by a Dentist during this visit to asses and immediately treat their pain or emergent condition. If the patient presents without dental pain or emergent condition, the patient may be seen for simple routine care if time allows. However, most are scheduled to return to the Dental Clinic for their second intake appointment.

•Second Intake Appointment (IT2) Develop Patient Treatment Plan
Prior to the second intake appointment, the patient's electronic dental chart is prepared. During this visit, a comprehensive set of digital x-rays is taken by a Registered Dental Assistant. The Dentist reviews the patient's digital x-ray images, closely interviews patients with regard to their medical and dental history, and conducts a comprehensive head, neck and oral examination. Usually the patient is presented with one or more treatment plan options by the dentist which are documented in the patient's chart. The individualized treatment plan may include, but is not limited to, restorative treatment through fillings, and crowns; extractions; non-surgical periodontal therapy or routine prophylaxes; and/or referral to specialty care for multiple tooth removal or endodontic treatment. Restoring function often results in dentures (full or partial). Treatment can begin as early as the second visit and may take six or more visits to complete, spanning an eight or nine month period.

• Implement Patient Treatment Plan
At the end of the second intake visit, new patients are scheduled to return for their first treatment visit as noted in their treatment plan. At the end of subsequent visits, an appointment for the next step in the treatment plan is scheduled. For those being referred to a specialty care provider, a referral form is used to documents the problem area(s) using a tooth chart and records any additional information that is necessary for care of the patient being referred. The Dentist signs the referral form and copies are made and given to the patient. The phone number and directions are provided to the patient so that they may make the appointment at their convenience. Most patients prefer to make this specialty appointment themselves so they can coordinate transportation. Upon request, the Patient Services Specialist makes the appointment on behalf of the patient.

•Provide Ongoing Routine Care
At subsequent visits and annually, at a minimum, patients are asked to renew any expired permissions, update contact and income information, and report any changes in health status or medications which may impact provision of oral health care. To ensure ongoing care, patients schedule their next appointment at the end of their current visit, as needed to complete their treatment plan. One week prior to each appointment, an electronic reminder system makes calls and/or sends email reminders to patients who have consented to receive automated reminders. Staff also place reminder calls to patients two

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business days prior to their appointment and again one day prior if the patient has not confirmed the appointment through one of the other reminder attempts. Patients who fail to show for an appointment or cancel with very short notice are notified that further failed appointments may result in suspension of clinic privileges for non-emergency dental treatment. These patients are flagged for assistance by the Patient Navigator who links patients into Medical Case Management when appropriate. If a patient is not currently case-managed at ASA or another ASO and is identified as being in need of this service, the Patient Navigator refers them into the medical case management program in the county in which the patient resides, as appropriate.

•Maintain Patient Records and Files
Two days prior to a patient's scheduled visit, staff pulls and reviews the patient's chart. Expired paperwork is noted and new blank forms are inserted in the chart. Out of date eligibility documents are updated when the patient arrives for their scheduled appointment. The Eligibility and Intake Specialist offers patients assistance with completing the required documents. Assistance is always available for patients with vision, literacy, comprehension, and/or language issues. The Eligibility and Intake Specialist, Patient Navigator, or Patient Services Specialist completes the paperwork using an interview style approach to obtain the information needed to complete the documents. After completion, documents are put in the patient's chart and sent to the data entry specialist. Any patient consent forms completed in the operatory (e.g., consents for surgical extractions or biopsies) are scanned into patient's electronic dental record during the patient appointment.

•Review Documentation for Quality Assurance and Alter Program as Needed
The Systems and Facilities Administrator runs quarterly missing data element reports using ARIES to determine patients who may have received a service but whose data file is incomplete. Dental clinic direct service staff comprised of the Patient Services Specialist and Eligibility and Intake Specialist review the list along with the Director of Dental Services to determine a timeline to complete a quality assurance review of the files/charts in question. Missing eligibility documents are obtained directly from patients. The date they are obtained is noted in the patient's chart. Patients who were found to have been provided a service with ineligible qualifications for Ryan White funding have their units charged to a private funder.

Frequency of these service activities

ASA's Dental Clinic is open Monday – Thursday from 8:00 am to 5:00 pm and Friday from 8:00 am to noon. Patients are treated at a frequency consistent with their treatment plan. This includes a minimum of two cleanings annually. Emergency care is also provided as needed and practicable.

Location(s) of these service activities

ASA's Dental Clinic is located at 711 W. 38th St., Bldg E-4, Austin, TX 78705. The Dental Clinic can be accessed by Capital Metro bus routes 3, 9, and 803.

Staffing

The Chief Programs Officer has responsibility for overall program direction and supervises the Director of Dental Services. Lead and Staff Dentists, Dental Hygienists, Dental Assistants, Patient Navigator, Data Entry Specialist, Eligibility and Intake Specialist, and Patient Services Specialist all report to the Director of Dental Services.

The Chief Executive Officer is the primary contact with the A/TCHHSD and HRAU and has final authority in negotiating and approving contracts. The Chief Programs Officer interacts with HRAU on matters relating to programs and is authorized to enter into negotiations with A/TCHHSD regarding program issues, grant reporting, and performance measures. The Chief Financial Officer interfaces with HRAU on grant billings. The Grants Director ensures contract compliance.

The Dental Clinic staff is comprised of both males and females and has staff that is bilingual in English and Spanish. Staff qualifications, primary work assignment, and percentage of time allocated to this service are reflected in the following chart:

Table 3

Campion/Chief Programs Officer; BS in Education; 25 years combined with ASA as staff and/or volunteer, 11 years with MHMR, serving consumers from diverse backgrounds; 3 years with DSHS/TCADA developing and implementing

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HIV/substance use prevention and early intervention programs statewide; 30+ years experience with HIV/AIDS. Responsible for overall strategic direction and implementation of agency departmental programs and services. Ultimately has responsibility for the success of agency programs, adherence to all legal and regulatory compliance, and the successful integration and delivery of services. 0%

Nelson/Director of Dental Services; Bachelor of Applied Technology in Health Services; AAS Registered Dental Hygienist; Lead Dental Hygienist - 10 years, Clinical dental hygiene practice, Privacy & HIPAA Compliance Officer, Radiation Safety Officer, marketing experience; HR Manager – 9 years with Walmart Stores, Inc. HIV Prevention Outreach Volunteer with ASA; Has been the Director of Dental Services since 2016. Supervises all staff. Oversees operations of Jack Sansing Dental Clinic including daily operations, scheduling, contract compliance, federal, state and local laws and regulations related to operations; HIPAA,OSHA, Privacy Compliance; data management and quality, and clinical care. 6%

Kilkelly, DDS/Lead Dentist; Graduate degree in Dentistry; DDS with current State license; DEA and DPS registration permits. Has experience in general dentistry and dental emergency care. Has worked at the Dental Clinic since 2013.Provides patient care and input on dental staff supervision to Director, leads Clinical Team including developing policy and staff procedure for the Dental Clinic. Leads clinical quality assurance activities. 8%

Bradley, DDS/Staff Dentist; Diplomate – American Board of Special Care Dentistry; graduate degree in Dentistry; DDS with current State license: DEA and DPS registration permits; 25 years clinical experience in general dentistry practice and academics. Specializes in treating medically, mentally & physically compromised pts; hospital dentistry; periodontal and oral surgery procedures. Provides part time general dentistry with emphasis on oral surgical procedures on patients with acute anxiety disorder, mental illness, and cognitive impairment or with complex treatment plans under sedation.0%(Supported by private funds)

Howell, DDS/Staff Dentist; Graduate degree in Dentistry; DDS with current State license; DEA and DPS registration permits .More than 24 years experience in general dentistry, has worked at ASA's Dental Clinic since February 1995. Provides direct patient care, including patient education. Participates in ongoing quality assurance activities. 0%(Supported by private funds)

Novak, DMD/Staff Dentist; Graduate degree in Dentistry; DMD with current State license; DEA and DPS registration permits. Has 30 years of experience in general dentistry and dental emergency care. Provides direct patient care, including patient education. Participates in ongoing quality assurance activities. 9%

Hildebrant, RDH/Dental Hygienist; 38 + years of experience in dental hygiene; 8 years with the Dental Clinic. Well regarded by patients; provides prophylactic care and education to people with HIV/AIDS. Provides direct patient care to include scaling and root planning, routine prophylaxis and patient education. Participates in ongoing quality assurance activities.0%(Supported by private funds)

Weaver, RDH/Dental Hygienist; A.A.S. in Dental Hygiene from Temple College; 7 years of experience as a clinical dental hygienist.Provides direct patient care to include scaling and root planning, routine prophylaxis and patient education. Participates in ongoing quality assurance activities. 9%

Lemasters, RDH/Dental Hygienist; B.S. in Dental Hygiene for UT San Antonio. Texas Registered Dental Hygienist. Has 13 years experience as a clinical dental hygienist, the last five of which were in a public health setting. Provides direct patient care to include scaling and root planning, routine prophylaxis and patient education. Participates in ongoing quality assurance activities. 0%(Supported by private funds)

McFarlan, RDA/Lead Dental Assistant; Chair-side ancillary staff member providing assistance to Lead Dentist and staff dentists; 23 years with Clinic. X-ray certified and State Board of Dental Examiners registered. Bilingual in Spanish and English.Provides dental assistance to staff dentists. Responsible for cleaning and maintaining all operatories, instruments, and equipment. Works with various suppliers to order, purchase and maintain dental supply stock. Participates in ongoing quality assurance activities. 10%

Guebara, RDA/Dental Assistant; Chair-side ancillary staff member providing primary assistance to Lead Dentist and staff

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dentists. Began working at the Dental Clinic in June 2008. X-ray certified and State Board of Dental Examiners registered. Bilingual in Spanish and English. Provides dental assistance to staff dentists. Provides dental laboratory support maintains instruments and equipment, sanitizes, and equipment supplies in all operatories. Monitors dental supply stock and reports deficits. Participates in ongoing quality assurance activities. 10%

Huggins/Dental Assistant; Chair-side ancillary staff member providing assistance to Lead Dentist and staff dentists. 5 years of experience as a dental assistant. X-ray certified and State Board of Dental Examiners registered.Provides dental assistance to staff dentists. Provides dental laboratory support maintains instruments and equipment, sanitizes, and equipment supplies in all operatories. Monitors dental supply stock and reports deficits. Participates in ongoing quality assurance activities.0%(Supported by private funds)

Aleman/Patient Services Specialist; 10 years customer service experience; Qualified Dental Assistant Certification from Austin Dental Assistant School. Speaks conversational Spanish. Coordinates daily Clinic operations. Schedules patient appointments, check patients in/out of the facility, receives payments, reconciles accounts and places reminder calls to patients. Makes referrals to other providers as indicated. Files dental insurance claims. Maintains security of patient records, correspondence and facility. Participates in ongoing quality assurance activities. 10%

Miranda/Patient Navigator; 20 years case management experience; 18 years HIV experience; 14 years crisis intervention experience; experience in group facilitation, chemical dependency; domestic violence, assessments, treatment plan development, incarcerated and recently released populations Removes barriers to accessing oral health care: contacts patients at risk of falling out of care and schedules appointments for follow-up visit. Facilitates flow of patient care aimed at increasing patient retention. Makes referrals to AIDS Service Organizations for additional patient support. Position shared with ASA Medical Case Management to integrate services. 0%(Supported by private funds)

Childs/Eligibility and Intake Specialist; B.S. in Healthcare Management; Prevention Intern with AIDS Atlanta, 1 year experience with public health dental clinic in Atlanta.Performs eligibility and intake, makes referrals and provides information, performs quality assurance activities. 0% (Supported by RWA and RWB)

Vacant/Eligibility and Intake Specialist; Performs eligibility and intake, makes referrals and provides information, performs quality assurance activities.0% (Supported by State Services funding)

Hamilton/Data Entry Specialist; 5 years nonprofit data entry experience. Entry of patient and service data into agency and state-mandated databases. Data quality control. 0%(Supported by private funds)

Vacant/Data Entry Specialist; Entry of patient and service data into agency and state-mandated databases. Data quality control. 0% (Supported by State Services funding)

Vacant/Dental Practice Manager; Management of eligibility and intake specialists, data entry specialists, and patient navigator. Manages 3rd party billing. Performs quality management activities (chart audits, training of direct reports, etc.).0%(Supported by private funds)

The supervisor to staff ratio for RWC is 0.34 FTE to .86 FTE.

The Dental Clinic relies on the expertise of one professional key volunteer. Jenna Miller, R.Ph, is the Pharmacist-in-Charge for the Dental Clinic's Class D Pharmacy. Her volunteer time is donated to provide at a minimum, a monthly check of the pharmacy, to verify inventory, and to prepackage medications according to the Dental Clinic formulary. Ms. Miller also conducts an annual training for the designated pharmacy support staff of dentists and the hygienists. Annually, Ms. Miller provides more than 20 hours of volunteer staff assistance (Table 4).

Table 4
Number of Volunteers1
Number of Volunteer Hours24
Volunteer ResponsibilitiesJenna Miller, R.Ph is the pharmacist in charge of the Dental Clinic Class D Pharmacy. Please see

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description below.

ASA uses subcontractors to provide services and goods not able to be provided at the Dental Clinic itself (Table 5).

Table 5

Seretti Dental LaboratorySubcontractor Laboratory Fabricates removable prosthetic appliances

Stern – Empire Dental LaboratorySubcontractor LaboratoryFabricates fixed crowns

Central Texas Oral Surgery AssociatesSubcontractor Oral SurgeonsPerforms difficult tooth extractions often with sedation for patients as indicated by referral.

Austin Oral & Maxillofacial Surgery AssociatesSubcontractor Oral SurgeonsPerforms difficult tooth extractions often with sedation for patients as indicated by referral.

Capital Oral & Maxillofacial SurgerySubcontractor Oral SurgeonsPerforms difficult tooth extractions often with sedation for patients as indicated by referral.

Austin EndodonticsSubcontractor EndodontistsPerforms root canal treatment for patients as indicated by referral.

Quality Management

Use of Output and Outcome Data

Using monthly data, ASA tracks progress on the total number of unduplicated clients served, units of service delivered, and achievement of outcome goals through the reporting feature of the Provide Enterprise® ® electronic client database. On a monthly and quarterly basis, supervisors analyze the data to determine if outputs and outcomes, respectively, are within a 10 percent variance of the elapsed period of the grant cycle. If a variance occurs, supervisors determine reasons that program goals are above or below desired performance and develop plans to address the situation including staff training, supervision, and monitoring staff adherence to the standards of care for the service category. In Oral Health Care, variances are often due to the timing of treatment plans and the grant reporting cycle. Supervisors also note trends in performance measures with emphasis on clients who do not meet outcome goals and develop appropriate quality management activities or document the reasons for such exceptions. Provide Enterprise® ® reports give aggregate data at the agency level that documents client trends in service utilization for use in planning for service delivery.

Supervisors use reports from the ARIES client database to validate data on performance measures such as number of unduplicated clients served and units of service provided. With the client's signed permission to share client information in ARIES, supervisors use ARIES reports to facilitate getting complete data on services accessed by clients, to document successful linkages to primary medical care and other HIV provider services, and to compare, if needed, client service utilization data in order to avoid duplication of services. ARIES also provides aggregate data at the community level that documents client trends in service utilization for use in planning for service delivery.

Supervisors use the service-specific client satisfaction survey to obtain data using client input on satisfaction with services provided. Supervisors review survey results including qualitative data at program area, Leadership Team, Quality Management Guidance Team, and the Program and Services Committee meetings. With input from these various teams, supervisors use suggestions from the survey to identify problems and/or concerns and implement quality improvement activities including service delivery changes when possible.

Assurance of Compliance with Austin TGA Standards of Care

•Qualifications: Dentists, Hygienists and Dental Assistants are licensed and/or registered with the Texas State Board of

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Dental Examiners. Proof of professional licensure of all clinicians is maintained in two locations: at ASA's main office in the secure personnel files of each employee and at the Dental Clinic facility. Original licenses and certifications are posted in plain view on a bulletin board at the Dental Clinic, as required by licensing and credentialing authorities. Clinical providers are charged with providing proof of current licensure and registration annually, or as certifications are renewed, and forwarding such documentation to ASA's Human Resources (HR) department. State licensing authorities such as the Texas State Board of Dental Examiners (TSBDE) and the Drug Enforcement Agency (DEA) provide online database access to check and print current licensure and certifications. Clinical providers may provide a copy of their most recent license/certification or access one of the databases and forward a copy of the database results to HR.

•Experience: As evidenced in Table 3, Dental Clinic Staff are knowledgeable in the area of HIV/AIDS dental practice. Continuing education to maintain the most current information is ongoing on a yearly basis. Documentation of qualifications and continuing education are maintained in the secure personnel file of each employee.

•Confidentiality: All Dental Clinic staff sign confidentiality agreements upon hire. Documentation of confidentiality agreements are maintained in the secure personnel file of each employee

•Universal Precautions: Adherence to Universal Precautions is assured through annual OSHA training. Staff are vaccinated for HBV and tested for TB once per year. Records of training, testing and vaccination are maintained by ASA's Human Resources Department.

•Client Eligibility for Oral Health Services: Required Eligibility Documentation is collected upon intake and every six months thereafter. Records are maintained in both a hard copy chart and in ASA's Provide Enterprise® database. Periodic internal monitoring is performed to ensure that documentation is present and correct.

Dental Clinic staff have been trained to perform and document the following clinical requirements outlined in the Austin TGA Standards of care continuum of care for Oral Health:

•Dental and Medical history: A complete medical and dental history is collected for each patient at intake and reviewed/updated at all subsequent appointments. Dentists review the patients' medical/dental histories for chief complaint, baseline CBC values, current CD4 and viral load results, TB screening, current medications, HIV related illness, chronic illness, allergies and drug sensitivities, sexually transmitted infection, Hepatitis A, B and C status, alcohol use, drug use, tobacco use, and any other health information which may impact provision of dental care. Compliance for this measure is tracked per appointment on the Superbill and recorded in Provide Enterprise® for reporting purposes. Monthly chart audits are also used to monitor compliance.

•Limited Physical Examination: Patients receive a limited physical examination at each dental visit, as prescribed by the Texas State Board of Dental Examiners rules. This includes obtaining and recording both a blood pressure and heart rate. If vital signs cannot be obtained, the attempt and the reason for the inability to obtain the vital signs are recorded in the patient's chart. Monthly chart audits are used to monitor compliance for this measure.

•Oral Examination: Patients receive an initial comprehensive oral evaluation and a periodic oral evaluation at least once per year thereafter. These examinations include bitewing x-rays and a panoramic x-ray when indicated. In addition, the examination includes a complete intra and extra oral examination, dental charting, an oral cancer examination, diagnosis of caries and diagnosis of other pathological conditions. Based on the findings of the examination a treatment plan is developed and presented to the patient. Compliance for this measure is tracked by verification of the treatment plan in monthly chart audits as well as through performance for the outcome measure related to the establishment of a treatment plan.

•Dental Treatment Plan: As outlined above, a comprehensive treatment plan is developed for and presented to each patient after completion of the comprehensive or periodic oral examination. The plan includes treatment options for preventive care, maintenance and elimination of oral pathology. Each patient receives a new or updated treatment plan at least once per year. Compliance for this measure is tracked on the Superbill and recorded in Provide Enterprise® for reporting purposes. Monthly chart audits are also used to monitor compliance.

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•Phase I Treatment Plan: A Phase I Treatment Plan is included in each comprehensive or periodic plan that is formulated and presented. Phase I treatment plans typically include treatment needed to stabilize the patient's oral health condition. This includes treatment of acute needs, elimination of infection and elimination of pain. ASA's goal is to complete Phase I treatment within one year of the date the plan is established. Completion is tracked on the Superbill and recorded in Provide Enterprise® for reporting purposes.

•Periodontal Screening/Examination: In conjunction with the annual examination, each patient receives a periodontal screening and examination which includes charting of periodontal conditions, probing to assess levels of attached gingiva and the presence of bleeding and/or purulence, an evaluation of tooth mobility and radiographic evaluation of the bone which supports the periodontium. Compliance for this measure is tracked on the Superbill and recorded in Provide Enterprise® for reporting purposes. Monthly chart audits are also used to monitor compliance.

•Oral Health Education: It is ASA's goal to provide oral health education to each patient at dental hygiene visit and every routine examination. This should be documented at a minimum of once per year. Education includes personalized oral hygiene instruction as well as education regarding dental conditions and treatment modalities. Tobacco cessation counseling and nutritional counseling are also provided when indicated. Compliance for this measure is tracked on the Superbill and recorded in Provide Enterprise® for reporting purposes. Monthly chart audits are also used to monitor compliance.

•Referrals: Dental Clinic staff are trained to document both the initiation and the outcome of all referrals to outside providers. This documentation is maintained in the patient's electronic dental record. Monthly chart audits are used to monitor compliance for this measure.
•Documentation: Documentation of eligibility for each patient is maintained in hard copy and in Provide Enterprise®. All clinical documentation is maintained in the patient's electronic dental record. Compliance is tracked by various means to include monthly chart audits and quarterly reporting by the Systems and Facilities Administrator.

Quality Management Plan

Quality Management Guidance Team
The overall responsibility and leadership for ASA's Quality Management (QM) program lies with Chief Programs Officer, who authorizes the Quality Management Guidance Team (QMGT) to plan, assess, measure, and implement performance improvements throughout the entire agency, while providing the necessary resources and support to fulfill these functions.

The membership of the QMGT reflects the diverse service areas within ASA. The agency's quality team is comprised of the Chief Programs Officer, Board of Directors members, and other members of ASA staff, ranging from upper management to direct service staff. Other ASA staff members, such as Program Supervisors and Coordinators, Case Managers, and Prevention Specialists are involved, as appropriately indicated. The QMGT meets every other month. Additional meetings may be called, as needed. Minutes of meetings are distributed directly to each member of the committee and to all necessary internal and external stakeholders. A written summary is routinely made available to staff.

The Quality Management Plan
The Quality Management Plan seeks to improve service performance through collecting and evaluating data, identifying service problems based on the collected data, using quality improvement processes to address service delivery issues, and following up to ensure improvements are sustained. The agency plan is designed annually with target goals and service specific quality improvement activities. It calls for a review of service performance measures, an analysis of this data, and recommendations for service improvements. The plan indicates that the team will oversee an annual update and revision of program policies and procedures. At the end of each year, the plan is evaluated to determine the achievement of goals and the service specific activities and to make recommendations for further follow-up.

The following sections describe other components in the Quality Management Plan:

Activities to Collect Data
The Chief Programs Officer and the Director of Dental Services collect data on the program's performance in achieving

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service goals and meeting standards of care through results from the following sources: outcome and output measures, the agency client satisfaction survey, clinical chart audits, the client suggestion box, client/staff feedback, and client grievances.

Supervisors review performance measures quarterly and report measures not meeting contract objectives to the QMGT, along with suggestions on planned action steps.

Client satisfaction surveys are an important way to identify quality issues. The agency distributes the standardized survey, after approval by the HRAU, at the Food Bank and Dental Clinic sites to collect data on all Ryan White Service Categories offered at ASA. Trained social work interns and volunteers administer the survey during a selected two week period. The survey data is tabulated by HRAU.

Specific to Oral Health Care, the Lead Dentist and Director of Dental Services review a minimum of 120 patient files annually, to evaluate pertinent clinical activities, completeness of treatment note documentation and compliance with the five standards of care for Oral Health Care services. The Lead Dentist and/or Director of Dental Services may choose to conduct additional chart audits on patient's files where specific clinic providers, (dentists/dental hygienists), were identified with deficiencies during the initial chart audit for the quarter. Any deficiencies in service delivery or lack of compliance with the standards of care require a plan of correction along with an implementation timeline. The Lead Dentist and Director of Dental Services works with clinical staff to develop plans of correction for improvement based on the results of file audits. Staff works to implement changes immediately upon notification of necessary improvements. The Lead Dentist and Director of Dental Services meet with clinic staff to ensure continuous improvements regularly.

Client input from registered grievances is documented by program supervisors and reviewed at department staff meetings. Supervisors adhere to the agency's policy on client/patient grievances, which includes review by the Executive Director and/or the Board of Directors, if necessary.

Evaluation of Performance and Assuring Delivery of Quality Services
As data and input are received and problems are identified, the QMGT evaluate concerns and suggestions in order to assure the delivery of quality services.

The QMGT analyzes the output/outcome data and makes recommendations for improvement to program supervisors. When quality improvement activities around performance measures are designed and completed, the results are then sent to the team and reported in the annual evaluation of the Quality Management Plan.

Supervisors evaluate survey results to identify trends for improvements and advocate for unmet client need. Supervisors are careful to note any client feedback related to the cultural appropriateness of service delivery especially with respect to policies and procedures and case manager interventions. To guide decisions about quality improvement activities, survey results are discussed at the program level in department/program meetings and at QMGT meetings. The Programs and Services Committee of the Board of Directors also reviews survey results and gives guidance when appropriate.

Program supervisors utilize grievance input obtained from clients and managers at the different grievance levels to make appropriate service changes, when feasible.

Suggested actions taken based on this data could include staff development training in an identified area, development of organization tracking tools, identification of a different site for service delivery, additional interventions to reduce barriers, or design of client/patient forms to better capture data and service performance measures.

Identification of Quality Improvement Activities
At the beginning of the year, supervisors and the QMGT identify specific service quality improvement activities based on staff and client feedback and on data already mentioned. Activities are written using SMART objectives in that they are specific, measureable, attainable, relevant and time-bound.

For Oral Health Care, the Annual Quality Assurance Chart Audit Plan is the primary source of identification for clinical quality improvement activities within Oral Health Care services. In order to evaluate data on a timelier basis, the audits are

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performed on a monthly basis, with a minimum of ten charts being reviewed monthly. A random sample is drawn reflecting each clinical provider (dentist or hygienist) proportionate to his/her hourly contribution to the total clinical full time equivalency rate, using the Provide Enterprise® ® database. Each individual record is reviewed for activity/documentation by any of the providers during the three months preceding the date of the audit.

Annually, the Director of Dental Services and the Lead Dentist determine key clinical indicators, which measure effective oral health treatment and care for patients. The clinical indicators of quality care and service provision currently used are: the review and documentation of patient treatment plans; evidence of recorded patient vital signs; hard and soft tissue exams; initial and annual periodontal charting and diagnosis; patient progress with oral hygiene (including provision of oral hygiene instruction); and, appropriate, dated documentation of treatment services in the progress notes and treatment plan. ASA's Director of Dental Services and Lead Dentist will review and update these as appropriate in 2017.

Addressing Identified Problems
Once a problem or an area that needs further assessment is identified, the team uses, when appropriate, the Plan-Do-Study-Act cycle (PDSA), a four-step model for carrying out change. This process is used in identified quality improvement activities as detailed in the annual Quality Management Plan. The components are as follows:
1.Plan by recognizing an opportunity and planning a change.
2.Do by testing the change and carrying out a small-scale study.
3.Study by reviewing the test, analyzing the results/data and identifying what has been learned.
4.Act by taking action based on what you learned as a result of data analysis in the study step.
If the change does not work, the cycle is repeated again with a different plan.

To address patient chart audit results, the Lead Dentist and Director of Dental Services implement a plan of correction when deficiencies in delivering services or lack of compliance to standards/clinical indicators that have been identified.

Follow-up
The Director of Dental Services and the Lead Dentist follow up to ensure the effectiveness of improvement activities and the maintenance of improvement results. On identified quality improvement activities, the Director of Dental Services and the Lead Dentist follow up on a quarterly basis to ensure that these activities have been effective in resolving the problem, that no new problems have developed, and that there is sustained improvement in identified areas.

For file review results, supervisors work with staff to develop plans of correction within 15 working days of the file review. Staff has ten working days to implement corrections. At the next file review supervisors monitor the maintenance of the previous quarter's improvements to ensure problems do not reoccur.

Monitoring and standardized tools
Tools used in monitoring and standardization include the file/chart audit review tool and Provide Enterprise® reports with features to track reporting of performance measures, completion of assessments, service plans, as well as a feature to describe content of progress notes for easy tracking. The annual client satisfaction survey is a standardized tool that the Ryan White Quality Management workgroup evaluates and standardizes across HIV service providers.
Compliance with Ryan White Part A Program Monitoring Standards

i.Maintain a dental chart for each client that is signed by the licensed provider and includes a treatment plan, services provided, and any referrals made

During the initial intake appointment (IT1) the patient fills out all of the necessary paperwork. That paperwork becomes a permanent part of the hard copy of the patients' chart. During the second intake appointment (IT2) x-rays are taken and a treatment plan is developed. These are included in that patient's digital chart. After each treatment appointment, the provider makes a note in the patient chart, digitally signs that note, completes treatment on the treatment plan, and uses the Dental Clinic diagnostic code form called the "superbill" to make the Patient Services Specialist aware of the treatment that was completed during that appointment. Entries are made to both the scheduling system and Provide Enterprise® database using the superbill form.

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If the patient is in need of specialty care by way of referral, the Dentist fills out the necessary paperwork and the Patient Services Specialist faxes that paperwork to the subcontractor/dental specialist indicated. Referrals are tracked primarily through Provide Enterprise® as well as in the patient chart. After the patient attends the appointment with the dental specialist, the Dental Clinic receives a bill that serves as an indicator that the patient did, in fact, follow through with the treatment for which they were referred.

Annually, the Lead Dentist and Director of Dental Services audit 120 unduplicated patient records from patients receiving treatment through the Dental Clinic. In order to evaluate data on a more timely/ongoing basis, the audits are divided into monthly audits of a minimum of ten patient records per review. A random sample is drawn reflecting each clinical provider (dentist or hygienist) proportionate to his/her hourly contribution to total clinical FTEs. Using clinical indicators developed annually by the Director of Dental Services and Lead Dentist, quality assurance issues and trends are documented and then findings and plans of correction are reviewed with the Dental Clinic staff. Retraining or additional training is identified and conducted with staff as appropriate. The chart audits aid clinicians with several areas of quality control and ensure continuous quality dental services are provided. Quality Management Clinical Indicators, the chart audit review tool and related procedures/processes are evaluated continuously by the Director of Dental Services, Lead Dentist, and the Chief Programs Officer. Processes may be modified including forms, frequency of chart reviews, the review period, and clinical indicators. Additional charts may also be selected for review as indicated by this ongoing program evaluation.

ii.Maintain, and provide to grantee on request, copies of professional licensure and certification

Proof of professional licensure of all clinicians is maintained in two locations: at ASA's main office in the secure personnel files of each employee and at the Dental Clinic facility. Original licenses and certifications are posted in plain view on a bulletin board at the Clinic, as required by licensing and credentialing authorities. Clinical providers are charged with providing proof of current licensure and registration annually, or as certifications are renewed, and forwarding such documentation to ASA's Human Resources (HR) department. State licensing authorities such as the Texas State Board of Dental Examiners (TSBDE) and the Drug Enforcement Agency (DEA) provide online database access to check and print current licensure and certifications. Clinical providers may provide a copy of their most recent license/certification or access one of the databases and forward a copy of the database results to HR.

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

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Program Performance for HIV Service Category

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Outputs

HIV Service Category ***CS-Oral Health***

Output Measure Description ***How Data Is Compiled***	***Initial***	***Period Goal*** ***Adjusted***	***Target***
OP1 AIDS Services of Austin will provide 346 UNITS of service during the term period January 1, 2017 through December 31, 2017. One unit of service = One visit Patient receipt of dental services will be collected and compiled using the ARIES and Provide® databases. Using the Provide® Enterprise data reporting feature the Programs Specialist will generate monthly reports to determine the number of units of services provided during the reporting period. The Program Director will analyze the reports for validity.	346		**346**
OP2 AIDS Services of Austin will provide Oral Health Care services to 86 total unduplicated CLIENTS during the term period January 1, 2017 through December 31, 2017. Of this Total, the projected numbers of New and Continuing clients are: 2a. Approximately 69 CONTINUING unduplicated clients for the term period 2b. Approximately 17 NEW unduplicated clients for the term period Patient receipt of dental services will be collected and compiled using the ARIES and Provide® databases. Using the Provide® Enterprise data reporting feature the Programs Specialist will generate monthly reports to determine the unduplicated clients that received a dental service during the reporting period. The Program Director will analyze the reports for validity.	86		**86**

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Outcomes

HIV Service Category ***CS-Oral Health***

	Outcome Measure Description ***What Data Is Collected*** ***How Data Is Compiled*** ***When Data Is Evaluated***	***Period Goal*** ***Numerator***	***Denominator***	***Target Percent***
OC1	Percentage of HIV-infected oral health patients who had a dental and medical health history (initial or updated) at least once in the measurement year (Outcome target = at least 95%) Numerator = Number of HIV infected oral health patients who had a dental and medical health history (initial or updated) at least once in the measurement year Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year Patient Exclusions: 1.Patients who had only an evaluation or treatment for a dental emergency in the measurement year Patients who were <12 months old.	78	82	95.12

Dental and Medical history (initial or updated), clinical oral evaluation, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Patient receipt of dental and medical history (initial or updated), clinical oral evaluation, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit. Results will be entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:
a)the unduplicated clients that received a dental and medical history (initial or updated) during the reporting period, and
b) the unduplicated clients that received a clinical oral evaluation during the reporting period, and
c) the unduplicated clients that received an evaluation or treatment for a dental emergency only, during the reporting period.

Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients who were less than 12 months old.

All results of all four reports will be used to determine the number of patients to achieve the outcome.

The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

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The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

August 15, 2017
Closeout (Feb. 15, 2018)

OC2	Percentage of HIV-infected oral health patients who had a dental treatment plan developed and/or updated at least once in the measurement year (Outcome target = at least 89%) Numerator = Number of HIV infected oral health patients who had a dental treatment plan developed and/or updated at least once in the measurement year Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year Patient Exclusions: 1.Patients who had only an evaluation or treatment for a dental emergency in the measurement year Patients who were <12 months old.	69	77	89.61

Dental Treatment plan developed or updated, clinical oral evaluation, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Patient receipt of the development or update of a dental treatment plan, clinical oral evaluation, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit. Results will be entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:
a) the unduplicated clients that had a dental treatment plan developed or updated during the reporting period, and
b) the unduplicated clients that received a clinical oral evaluation during the reporting period, and
c) the unduplicated clients that received an evaluation or treatment for a dental emergency only during the reporting period.

Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients who were less than 12 months old.

All results of all four reports will be used to determine the number of patients to achieve the outcome.

The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care

procedures.
The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

August 15, 2017
Closeout (Feb. 15, 2018)

OC3	Percentage of HIV-infected oral health patients who received oral health education at least once in the measurement year (Outcome target = at least 95%) Numerator = Number of HIV infected oral health patients who received oral health education at least once in the measurement year Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year Patient Exclusions: 1.Patients who had only an evaluation or treatment for a dental emergency in the measurement year Patients who were <12 months old.	78	82	95.12

Oral Health Education data will be documented in the patient chart by the Dental Hygienist at each patient visit. Clinical oral evaluation, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Patient receipt of Oral Health Education will be noted by the Dental Hygienist and documented on the record of procedures provided at each patient visit. Clinical oral evaluation, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit. Results will be entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:
a) the unduplicated clients that received oral health education during the reporting period, and
b) the unduplicated clients that received a clinical oral evaluation during the reporting period, and
c) the unduplicated clients that received an evaluation or treatment for a dental emergency only during the reporting period.

Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients who were less than 12 months old. All results of all four reports will be used to determine the number of patients to achieve the outcome. The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures. The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

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August 15, 2017
Closeout (Feb. 15, 2018)

OC4	Percentage of HIV-infected oral health patients who had a periodontal screen or examination at least once in the measurement year (Outcome target = at least 79%) Numerator = Number of HIV infected oral health patients who had a periodontal screen or examination at least once in the measurement year Denominator = Number of HIV infected oral health patients that received a clinical oral evaluation at least once in the measurement year	55	69	79.71

Patient Exclusions:
1.Patients who had only an evaluation or treatment for a dental emergency in the measurement year
2.Edentulous patients (complete)
3.Patients who were <13 years

Periodontal Screening or examination data will be documented in the patient chart by the Dental Hygienist at each patient visit. Clinical oral evaluation, patient edentualism (complete), and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Patient receipt of Periodontal screening or examination will be noted by the Dental Hygienist and documented on the record of procedures provided at each patient visit. Clinical oral evaluation, patient edentualism, and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit. Results will be entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:
a) the unduplicated clients that received periodontal screening or examination during the reporting period, and
b) the unduplicated clients that received a clinical oral evaluation during the reporting period, and
c) the unduplicated clients that received an evaluation or treatment for a dental emergency only during the reporting period, and
d) the unduplicated clients that are edentalist (complete) during the reporting period.

Using an ARIES client demographic report, the Systems and Facilities Administrator will determine the unduplicated clients aged 13 years or older. All results of all five reports will be used to determine the number of patients to achieve the outcome. The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures.
The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

August 15, 2017

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Closeout (Feb. 15, 2018)

OC5	Percentage of HIV-infected oral health patients with a Phase 1 treatment plan that is completed within 12 months of establishing a treatment plan (Outcome target = at least 79%) Numerator = Number of HIV infected oral health patients that completed a Phase 1 treatment within 12 months of establishing a treatment plan Denominator = Number of HIV infected oral health patients with a Phase 1 treatment plan in the year prior to the measurement year Patient Exclusions: Patients who had only an evaluation or treatment for a dental emergency in the year prior to the measurement year	55	69	79.71

Phase 1 treatment completion data, treatment plan established, and evaluation or emergency treatment will be documented in the patient chart by the Dentist at each patient visit.

Completion of Phase I treatment, treatment plan established and evaluation or emergency treatment will be noted by the Dentist and documented on the record of procedures provided at each patient visit.
Results will be entered into the Dentrix and Provide® databases by the office staff.

Using the Provide® Enterprise data reporting feature the Systems and Facilities Administrator will generate separate reports every three months to determine:
a) the unduplicated clients completed a Phase 1 treatment plan within 12 months of establishing a treatment plan during the reporting period, and
b) the unduplicated clients with a Phase 1 treatment plan in the year prior to the measurement year, and
c) the unduplicated clients that received an evaluation or treatment for a dental emergency only during the year prior to the measurement year.

All results of all three reports will be used to determine the number of patients to achieve the outcome.

The Program Director will analyze the reports for validity and the Systems and Facilities Administrator will complete the report and submit results every three months.

The Dentrix database is a tool developed by a dentist specifically for dental facilities and is aimed at providing patient scheduling, insurance billing, and tracking of daily oral health care procedures.
The Provide® Enterprise database contains the patient file and includes the data fields necessary to enter into or export required information to the ARIES database and for statistical analysis as required by DSHS and A/TCHHSD.

August 15, 2017
Closeout (Feb. 15, 2018)

Program Budget for HIV - Direct Services

Program Start Date 1/1/2017 Program End Date 12/31/2017

Service Category	Personnel	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
CS-Oral Health	42,353.00	8,401.00	446.00	0.00	4,668.00	0.00	22,811.00	**78,679.00**
SS-Referral for Health Care-Supportive Svcs	3,001.00	0.00	0.00	0.00	0.00	0.00	0.00	**3,001.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Subtotal	**45,354.00**	**8,401.00**	**446.00**	**0.00**	**4,668.00**	**0.00**	**22,811.00**	**81,680.00**

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Program Budget for HIV - Administrative Services

Program Start Date 1/1/2017 Program End Date 12/31/2017

Service Category	Personnel	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
CS-Oral Health	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
SS-Referral for Health Care-Supportive Svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Subtotal	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

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Program Budget for HIV - Combined Services and Narrative

Program Start Date 1/1/2017 Program End Date 12/31/2017

Service Category	Personnel	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
CS-Oral Health	42,353.00	8,401.00	446.00	0.00	4,668.00	0.00	22,811.00	**78,679.00**
SS-Referral for Health Care-Supportive Svcs	3,001.00	0.00	0.00	0.00	0.00	0.00	0.00	**3,001.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Subtotal	**45,354.00**	**8,401.00**	**446.00**	**0.00**	**4,668.00**	**0.00**	**22,811.00**	**81,680.00**

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Program Budget for HIV - Combined Services and Narrative

Service Category	*Budget Narrative*
CS-Oral Health	PERSONNEL COSTS: Salaries & Fringe Benefits for Dental Assistant, Patient Services Specialist, Floating Hygienist, Dentist, Dental Assistant, Lead Dentist, Hygienist, Lead Dental Asst., Patient Navigator, Dental Services Director,(Vacant) Dentist, and Dental Hygienist. TRAVEL: Dental Program budget for staff travel and training split proportionately by eligible funding source and/or FTEs, as applicable. SUPPLIES: Supply Expenses are allocated per FTE or as allocated per funding source including: Dental Medications, Dental Supplies, Education Supplies, Medical Supplies, Office Expense, Office Supplies, and Infection Control. OTHER: Expenses are allocated per FTE or as allocated per funding source, including: Computer Service (Eaglesoft/Vintage), Contract Services (Other), Dental Lab Services, Dues & Memberships, Infection Control, Insurance - Malpractice, Licenses & Permits, Payroll Expense (Not S&W), Rent, Utilities, Telephone, and Uniforms.
SS-Referral for Health Care-Supportive Svcs	Partial salary for one position (dental clinic receptionist) is budgeted in Referral, per HRSA instruction

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City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 14th day of March, 2017

CONTRACTOR AIDS Services of Austin

Authorized Signature Paul E Scott (Paul E Scott)

Title Chief Executive Officer

EXHIBIT D

RW Part C REQUIRED REPORTS

Partial list of required reports with due dates on next page

Current reporting forms and assistance are available from
HIV Resources Administration Unit/ Austin Public Health

REQUIRED PERFORMANCE and FINANCIAL REPORTS

Summary for FY 2017 Ryan White Part C Grant Agreements and Contracts

Partial list of required forms and reports, to be submitted no later than the indicated due dates:

Reporting Requirements	Due Dates/ Detail
ARIES Monthly Data Report and **ARIES YTD Data Report** (for each sub/service category: Actual Units delivered and Unduplicated Clients served for the billed month, and also cumulative Year-to-Date (YTD) totals. For MAI program – breakdown by target group is also required)	Ongoing ARIES data input is required. Two ARIES Data Reports are due monthly, no later than the 15th of each month for the previous month, uploaded to CIODM (Community Information Online Data Management) system
Monthly Performance Report and **Monthly Financial Summary spreadsheets**, including Program Income and Administrative Expenditures	Due no later than the 15th of each month for the previous month, uploaded as **complete MS Excel files** into CIODM system
(As applicable for each month where expenditures or performance are not within expected range): **Monthly Expenditure and Performance Variance Report** by HIV Service Category (submitted in **MS Word** format)	For each service category that meets criteria (instructions on form), a separate form isdue no later than the 15th of each month, **uploaded as MS Word formatted file** into CIODM system
Contract Detail for Monthly Expenditures Report (general ledger/financial system transactions documentation) - *Monthly and cumulative YTD total Expenditures should match those in the Monthly Financial Summary and online CIODM forms*	Submit contract actual monthly & YTD expenditures report generated from the Contractor's financial management system. Due no later than the 15th of each month for the previous month, uploaded to CIODM system
Semi-Annual OUTCOME Performance Measures report with cumulative YTD client results for numerators, denominators, and percentage rates achieved	July 15, 2017 (initial 6-month report) and February 14, 2018 (final 12-month cumulative YTD report) on forms and following instructions as provided by City
Ryan White Program Services Report (RSR) for calendar year 2017 submitted online into HRSA's EHB system, or as directed	February 2018, or as directed by City – for period January through December 2017
Administrative and Fiscal Review (AFR) Annual report with all required attachments submitted in CIODM, or as directed	May 31, 2017, or as directed by City
Final Term Period Closeout Report for January 1 – December 31, 2017 inclusive	February 14, 2018
Annual Financial Report with independent auditor's Management Letter and all related items	180 calendar days after close of provider agency's fiscal year

EXHIBIT E

MODIFICATIONS TO THE STANDARD APH AGREEMENT
Ryan White HIV/AIDS Program (RWHAP)
Part C HIV Services

The City has received a Ryan White Treatment Modernization Act Part C Outpatient Early Intervention Services Grant ("Grant") from the United States Department of Health and Human Services (HHS), which is administered by the Federal Health Resources and Services Administration (HRSA). The City wishes to purchase from Grantee services for eligible clients living with HIV/AIDS in accordance with Grant Terms. (In the Agreement and in this Modifications document, "Grantee" refers to the party who will provide services for the City.) Grantee agrees to provide services to the City in accordance with the terms of the Agreement, this Modifications document, and the terms of the Grant, a copy of which has been provided to and reviewed by Grantee.

Grantee must comply with all applicable legislative and program requirements for the Grant and other Federal regulations.

1. Section 4.1.1. of the Agreement is deleted in its entirety and replaced by the following:

   4.1.1. Grantee may not transfer any funds between different Service Categories without advance written approval from the City. Within a Service Category Budget, line item amounts under the major budget categories of Personnel, Fringe Benefits, Equipment, Travel, Supplies, Contractual and Other can be changed without prior approval, as long as the changes do not exceed ten percent (10%) of the total Service Category Budget. When there is a decrease or increase in a major budget category amount, the change must be recorded on all affected tab sheets under the Approved Budget Allocation column on the HIV Monthly Financial Report. When budget changes cumulatively exceed ten percent (10%) of the total Service Category Budget, Grantee shall submit a written request for Budget reallocation approval by the City's Agreement Manager.

2. Section 4 of the Agreement is modified to add the following as 4.1.3.:

   4.1.3. Grantee agrees to provide budget information with sufficient detail to allow identification of applicable expenses as defined in the HRSA HIV/AIDS Bureau Policy Clarification Notice 15-01, *Treatment of Costs Under the 10% Administrative Cap For Ryan White HIV/AIDS Program Parts A, B, C, and D,* and other applicable Federal guidance. Grantee will provide expenditure reports as required by the City that track expenses with sufficient detail to permit review of cost elements.

3. Section 4.7.4. of the Agreement is deleted in its entirety and replaced by the following:

   4.7.4. The City shall not be liable to Grantee for any costs that have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee that were: a) incurred prior to the effective date of this Agreement, or b) not billed to the City at least five (5) business days before the Grantee's Program Period Closeout Report is submitted or due, whichever comes first.

4. Section 4 of the Agreement is modified to add the following as Section 4.7.9.:

   4.7.9. Grantee agrees to collect and report program income as required by this Agreement and the Grant, and to list all program income received in its monthly performance and financial reports. The program income is to be returned to the respective HIV/AIDS program and used for eligible program costs. Program income is gross income directly generated by the grant-supported activity or earned as a result of the grant award. Program income includes, but is not limited to, income from fees for services performed such as direct payment, or reimbursements received from Medicaid, Medicare, private insurance or any third-party payers. Direct payment includes, but is not limited to enrollment fees, premiums, deductibles, cost sharing, co-payments, coinsurance, or other charges. Grantee agrees to add program income to Agreement funds and

use program income to further eligible project or program objectives. Grantee shall ensure that systems are in place to account for program income. Program income shall be reported on the HIV Services Monthly Financial Summary Report and on other report formats as required by the City.

5. Section 4.8.3. of the Agreement is modified to include the following additional items as allowable only with prior written authorization:

   9. Administrative costs up to 10% of the total Program Period Agreement expenditures

6. Section 4.8.4. of the Agreement is modified to include the following additional items as specifically **not allowable** with funds under this Agreement:

   21. Expenses subject to reimbursement by a source other than the City
   22. Expenses claimed that would supplant other funding sources already in place
   23. Funding for Syringe Services Programs, inclusive of syringe exchange, access, and disposal
   24. Pre-Exposure Prophylaxis (PrEP) or non-occupational Post-Exposure Prophylaxis (nPEP)
   25. Administrative costs in excess of 10% of the total Program Period Agreement expenditures
   26. Outreach programs and/or services that have HIV prevention education as their exclusive purpose, or broad-scope awareness activities about HIV services that target the general public

7. Section 4 of the Agreement is modified to add the following as Section 4.8.5.:

   4.8.5. *Special Conditions Related to the Purchase of Pharmaceuticals.* Funds awarded for pharmaceuticals shall meet the following Federal requirements:

   4.8.5.1. Funds may only be spent for pharmaceuticals to assist clients who have been determined to be ineligible for other pharmaceutical assistance programs, including but not limited to the AIDS Drug Assistance Program (ADAP), while they await entrance into such programs, and/or for drugs that are not on the State ADAP or Medicaid formulary.

   4.8.5.2. If Grantee reimburses clients for outpatient drugs, an assessment must be made to determine whether Grantee's drug acquisition practices meet Federal requirements regarding cost-effectiveness and reasonableness (see OMB Uniform Guidance at www.grants.gov/web/grants/learn-grants/grant-policies.html). If Grantee is eligible to be a covered entity under Section 340B of the Public Health Service Act, and the assessment shows that participating in the 340B Drug Pricing Program and its Prime Vendor Program is the most economical and reasonable manner of purchasing or reimbursing for covered outpatient drugs, as defined by that section, failure to participate may result in a negative audit finding, cost disallowance, or grant funding offset.

8. Section 4 of the Agreement is modified to add the following as Section 4.8.6:

   4.8.6. *Special Conditions Related to Cash and Cash Equivalent Payments.* RWHAP funds cannot be used to make cash payments to intended clients of core medical or support services. This prohibition includes cash incentives and cash intended as payment for RHHAP services. Where direct provision of a service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation) must be used. Store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the RWHAP are also allowable as incentives for eligible program participants. Grantees must administer voucher and store gift card programs in a manner that assures that vouchers or gift cards cannot be exchanged for cash or used for anything other than allowable goods and services, and must have a system in place to account for disbursed vouchers and store gift cards. General-use prepaid cards, which generally bear the logo of a payment network such as Visa, Mastercard, or American Express, are considered "cash equivalents" and are unallowable. Gift cards that are co-branded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are considered general-use prepaid cards and are therefore not allowable.

9. Section 4 of the Agreement is modified to include the following as Section 4.8.7:

4.8.7. *Maximum Salary for Grant-Funded Positions.* Public Law 114-113 limits the salary amount for any given individual that may be charged to HRSA grants and cooperative agreements to the current Federal Executive Pay Scale II rate. This amount reflects an individual's base salary exclusive of fringe benefits. This limitation does not apply to payments made to consultants, although such payments must meet the test of reasonableness. This action does not limit an individual's compensation, only the portion which may be charged to Grant funds.

10. Section 4.9.2. of the Agreement is deleted in its entirety and replaced by the following:

4.9.2. Additional monthly reports required by the Agreement include, but are not limited to the HIV Monthly Financial Summary Report, Monthly Performance Report, AIDS Regional Information and Evaluation System (ARIES) Monthly and Year-To-Date (YTD) Data Reports, and, if applicable, Monthly Expenditure and Performance Variance Report. The reports must be submitted to the City using the same deadlines as in Section 4.9.1. Payment Requests will not be approved and processed until additional required reports are received, reviewed, and approved.

4.9.2.1. To attain standardized unduplicated client-level data management, the Grantee agrees to use the AIDS Regional Information and Evaluation System (ARIES) or other data management system designated by the City. Grantee shall ensure that complete and correct client-level data are entered into ARIES. Grantee shall enter service delivery data into ARIES or other data management system designated by the City, within five (5) business days of providing the service.
4.9.2.2. Grantee shall determine on a monthly basis that the cumulative number of units of service delivered and the cumulative amount of reimbursement requested both fall within ten percent (10%) below or above the appropriate level at that particular time during the Agreement term for service measure deliverables and projected expenditure spend-down.
4.9.2.3. If an Service Category Program Period-to-date expenditure or performance result is not within the acceptable ten percent (10%) variance, written explanation must be provided on the Monthly Expenditure and Performance Variance Report.
4.9.2.4. If the cumulative service delivery or amount of reimbursement is not within the ten percent (10%) level, City may require Grantee to either:

i. submit a revised expenditure plan; or
ii. amend the budget amount for this Agreement to the amount projected to be expended, as determined by the City.

11. Section 4.9.3. of the Agreement is deleted in its entirety.

12. Section 4.9.4. of the Agreement is deleted in its entirety and replaced by the following:

4.9.4 An Agreement Closeout Summary report using the forms shown at http://www.ctkodm.com/austin/, or substitute forms designated by the City, shall be completed by the Grantee and submitted to the City within forty-five (45) calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

13. Section 4.11.1 of the Agreement is deleted in its entirety and replaced by the following:

4.11.1. Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Agreement. Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities. The City will notify Grantee in writing of any deficiencies noted during such monitoring. Grantee shall respond to the monitoring report by the required

deadline. The City will provide technical assistance, upon request, to Grantee and will require or suggest changes in Grantee's program implementation or in Grantee's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. The City will conduct follow-up visits to review and assess the efforts Grantee has made to correct previously noted deficiencies. The City may terminate this Agreement or invoke other remedies in the event monitoring reveals material deficiencies in Grantee's performance or if Grantee fails to correct any deficiency within the time allowed by federal or City laws or regulations.

14. Section 4.13.2. of the Agreement is deleted in its entirety and replaced by the following:

    4.13.2. Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of five thousand dollars ($5,000) or more per unit in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the Closeout Summary Report, due forty-five (45) days after the end of the Agreement Term.

15. Section 7.2. of the Agreement is deleted in its entirety and replaced by the following:

    7.2. **Performance Standards**

    7.2.1. Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

    7.2.2. Grantee warrants that it has reviewed the applicable Austin Area Standards of Care, agrees to observe them, and agrees that they are incorporated by reference. Grantee shall provide training to staff on applicable Standards of Care related to their positions, including within ninety (90) calendar days of receipt of the Standards of Care from HHSD, within thirty (30) calendar days of new employee hire date, and at least annually thereafter. Documentation of current Standards of Care training shall be maintained and reported as required by HHSD.

    7.2.3. Grantee must have and adhere to a Grievance Policy and Procedures that shall be available in both English and Spanish and posted in a public area that is accessible to clients. Grantee shall adhere to the Austin Area Grievance Policy and Procedures. Clients may request an appeal for termination.

    7.2.4. Grantee agrees to participate in City's clinical Quality Improvement Management Program and comply with all related training and other requirements, including site visits, Clinical Quality Improvement Committee and subcommittee meetings, needs assessments, annual client satisfaction surveys as directed by the City, service utilization reviews, and other case reviews and chart audits as identified by the City through the Clinical Quality Improvement process. Grantee agrees to actively participate and use the Plan, Do, Study, Act (PDSA) model for service improvements. Grantee shall provide the City with a Grantee-specific Quality Improvement Plan that is updated annually, reflects changes/improvements in care, addresses identified client needs, and is consistent with the overall Austin Transitional Grant Area (TGA) Quality Management Plan and Quality Goals. Grantee will provide a copy of this plan to the City no later than 90 calendar days of the effective date of this Agreement or as directed by the City. Grantee agrees that it has reviewed the Austin TGA Quality Management Plan and Quality Goals, agrees to comply with them, and that they are incorporated by reference.

7.2.5. Grantee agrees to comply with established ARIES data standards and policies by:

7.2.5.1. Completing input for all required ARIES data elements within established timelines.

7.2.5.2. Ensuring that established thresholds for missing, unknown, or inconsistent ARIES required data elements are not exceeded.

7.2.5.3. Participating in data-related trainings or other technical assistance activities.

7.2.5.4. Responding to periodic ARIES data requests and related desktop monitoring processes conducted by the City.

7.2.5.5. Ensuring that all ARIES data users are aware of data standards and policies and that new users receive training prior to entering data into the system.

7.2.6. Grantee shall document in writing its referral relationships with points of entry to help identify HIV-positive clients and refer them into the health care system. Points of entry include emergency rooms, substance abuse treatment programs, detoxification programs, detention facilities, sexually transmitted disease (STD) clinics, Federally Qualified Health Centers, HIV counseling and testing sites, mental health programs, and homeless shelters. Documented referral agreements shall take the form of Memoranda of Understanding, interagency contacts, or other formal agreements that include the names of parties involved, timeframe or term of the agreement, a clearly defined referral process, and a follow-up mechanism to ensure referrals take place. Grantee shall establish and document a referral relationship with each applicable point of entry, retain subsequent client referral documentation, and make such documentation available for review by the City.

16. The Agreement is modified to add the following as Section 8.31:

Services to Veterans. Grantee agrees not to deny services, including but not limited to prescription drugs, to a veteran who is otherwise eligible for Ryan White HIV/AIDS services in accordance with RWHAP Policy Notice 04-01 regarding veterans living with HIV/AIDS.

17. The Agreement is modified to add the following as Section 8.32:

8.32. Maintenance of Effort. Contractor agrees to comply with Ryan White HIV/AIDS Treatment Modernization Act Maintenance of Effort requirements and shall maintain adequate systems for consistently tracking and reporting on HIV/AIDS-related expenditure data as required by the City and HRSA.

18. The Agreement is modified to add the following as Section 8.33:

8.33 Pro-Children Act. Grantee agrees to comply with the Pro-Children Act of 1994 [20 USC Sec. 6081, *et seq.*], which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan, or loan guarantee.

19. The Agreement is modified to add the following as Section 8.34:

8.34. Payer of Last Resort/Client Eligibility. Grantee and its subgrantees are expected to vigorously pursue eligibility for other funding sources (e.g., Affordable Care Act [ACA] Marketplace, Medicaid, CHIP, Medicare, other State-funded HIV/AIDS programs, employer-sponsored health insurance coverage and/or other private health insurance) in order to extend Grant resources to new clients and/or needed services, maintain policies regarding the required process for pursuing medical benefits enrollment for all eligible clients, and document the steps taken to pursue enrollment for all clients as stated in the current HRSA Policy Clarification Notices and pursuant to other HRSA and Federal requirements.

Grantee shall not use funds provided under this Agreement to pay for Medicaid/Medicare covered services for eligible clients. Grantee shall bill all eligible or available third-party payers before seeking reimbursement under this agreement. A grantee that provides service that are reimbursable by

Medicare/Medicaid shall be certified to receive Medicare/Medicaid services and shall provide documentation of certification to the City.

In accordance with the RWHAP client eligibility determination and recertification requirements (Policy Clarification Notice 13-02), HRSA expects clients' eligibility to be assessed during the initial eligibility determination, at least every six months, and at least once a year (whether defined as a 12 month period or calendar year) or whenever changes occur with a client's residency, income, or insurance status to ensure that the program only serves eligible clients, and that RWHAP is the payer of last resort.

20. The Agreement is modified to add the following as Section 8.35:

8.35. Whistleblower Statutes. Grantee agrees to comply with all Federal "Whistleblower" protection statutes, including 41 U.S.C. 4712, and to notify all employees and subgrantees in writing that they are subject to those statutes' rights and remedies.

21. The Agreement is modified to add the following as Section 8.36:

8.36. Treatment of Same-Sex Spouses, Marriages, and Households. In any Grant-related activity in which family, marital or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, Grantee must treat same-sex spouses, marriages, and households on the same terms and opposite-sex spouses, marriages, and households. By "same-sex spouses," DHHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or foreign country, regardless of whether the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," DHHS does not mean registered domestic partnerships, civil unions, or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. This terms applies to all grant programs except block grants governed by 45 CFR Part 98, or grant awards made under titles IVA, XIX, and XXI of the Social Security Act, and grant programs with approved deviations.

22. The Agreement is modified to add the following as Section 8.37:

8.37. Sliding Scale and Maximum Annual Charges. Persons with an income at or below 100% of the current federal poverty line may not be charged for any services covered by this Agreement. All other clients may be charged a fee based on income. The Grantee shall develop a sliding fee schedule based on current federal poverty income guidelines, and a mechanism capable of billing patients and third party payers. Grantee shall make reasonable efforts to collect from patients and third parties. A copy of the proposed fee schedule must be posted in an area accessible to all clients. No client shall be denied services because of an inability to pay. Grantee agrees to limit annual charges to clients based upon an individual client's annual gross income, and on Grantees client schedule of charges, documented annually. Grantee shall ensure that annual charges for HIV care from any and all providers do not exceed ten percent (10%) of an individual's annual gross income, based on billing documentation provided by clients. Grantee shall limit the annual cumulative charges to an individual for HIV-related services as provided in the following table:

Client Income	Maximum Charge (annual cap)
At or below 100% of Federal Poverty Level (FPL)	$0
101% to 200% of FPL	No more than 5% of gross annual income
201% to 300% of FPL	No more than 7% of gross annual income
Over 300% of FPL	No more than 10% of gross annual income

23. The Agreement is modified to add the following as Section 8.38:

8.38. Personnel Job Descriptions. Resumes for professional staff not included in the grant application or who are subsequently hired/assigned to this grant program must be submitted to the City within twenty (20) calendar days of their appointment to the program.

BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.

1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.

2. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.

3. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.

4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."

6. Individual. "Individual" shall mean the person who is the subject of the protected health information.

7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.

8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.

9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.

10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.

11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.

12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.

13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.

B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;

2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;

3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;

4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;

5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;

6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,

7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

(a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;

(b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and

(c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.

2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.

3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.

4. Safeguards.

(a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

(b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.

6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:

   (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

(b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.

(c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.

8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.

9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.

12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.

13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than **three** days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.

15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Tile 11, subtitle B, chapter 521, Subchapter A, Section 521.053. Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.

2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.

3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.

3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.

4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

    a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

    b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement of an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

   Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

   These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.

3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.

4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.

6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.

7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.

8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.

9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.

10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.

14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.

16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.

17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-195964

Date Filed:
04/20/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
AIDS Services of Austin
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Austin - Austin Public Health

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
MA 9100 NG170000026
HIV/AIDS Oral Health Care Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Scott, Paul	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

TERRI LINDGREN
Notary Public, State of Texas
My Commission Expires
July 26, 2017

Paul Scott
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Paul Scott, this the 20th day of April, 2017, to certify which, witness my hand and seal of office.

Terri Lindgren — Signature of officer administering oath
Terri Lindgren — Printed name of officer administering oath
Notary Public — Title of officer administering oath